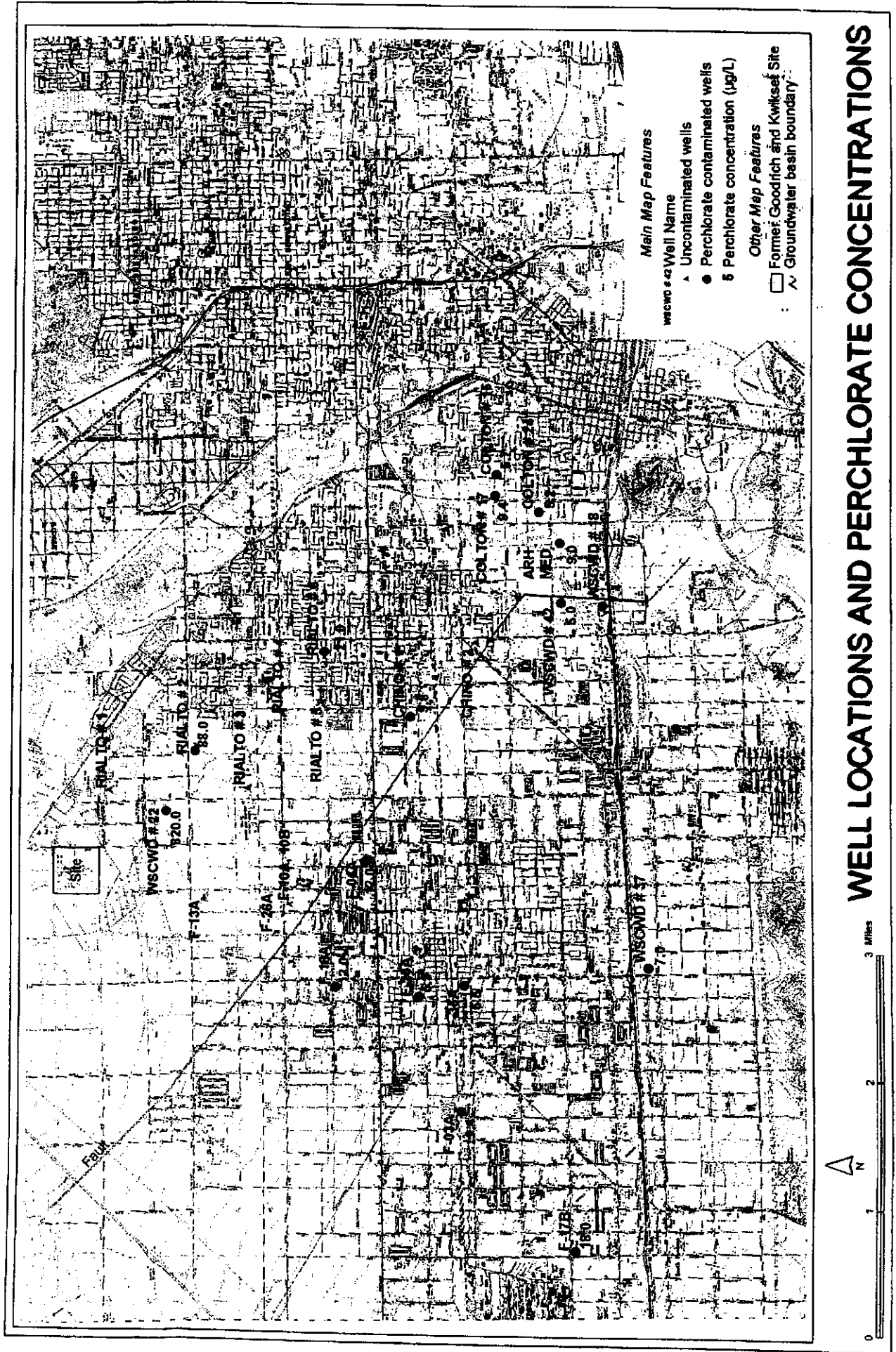


ENCLOSURE 1

Well Location Map



WELL LOCATIONS AND PERCHLORATE CONCENTRATIONS

ENCLOSURE 2

Lease Agreement

香港

(#1)

Office Address
Tung Chun Company,
Tung Chun Commercial Centre, 6/F.,
438-444, Shanghai Street,
Mongkok, Kowloon, Hong Kong.
TEL 3-7703811-2 3-7703371-2

Factory Address
1-11, CHEUNG WING ROAD,
KWAI CHUNG, N.T., HONG KONG.

0-201425
TEL 0-202817
0-286996

司 公 珍 同
TUNG CHUN COMPANY



FAX: 852-3-885006

TELEX No. 54727

Cable Address
"GINSAUCE" HONGKONG

Code Use
ACME CODE

Products
PRESERVED GINGER, FRUITS,
SOY SAUCE & CANNED FOOD.

Hongkong, 24th Oct., 1989.

Messrs. Pyrodyne American Corp.,
2523 Pacific Highway East,
Tacoma, Washington, 98424,
U.S.A.

Gentlemen:

Attn. Mr. Terry C. Anderson

COMMERCIAL LEASE

With reference to the recent negotiation, we are pleased that we have been able to have the lease completed and signed by all parties concerned. We regret that owing to the counter sign of our solicitor and registration by Hongkong Supreme Court, the lease takes a consideration of time to be returned to you.

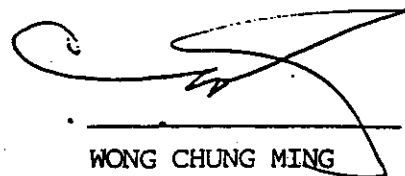
While thanking you for your co-operation in this regard, we wish to add that with effect from the valid of this new lease, please pay the rent direct into my account with the Cathay Bank at Los Angeles as follows:

CATHAY BANK,
777 NORTH BROADWAY, LOS ANGELES, CALIF. 90012,
U.S.A.
A/C WONG CHUNG MING
NO.1197-126.

With kindest regards,

Yours faithfully,

Encl:
Duplicate Lease duly
signed by all parties
enclosed.


WONG CHUNG MING

APE 00356

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COMMERCIAL LEASE

1. PARTIES

This Lease is made and entered into this 30th day of September, 1989 by and between WONG CHUNG MING of 438-444 Shanghai Street, Tung Chun Commercial Centre, 6th Floor, Kowloon, Hong Kong (hereinafter referred to as "Landlord") and PYRODYNE AMERICAN CORPORATION, an Alabama corporation, of 2523 Pacific Hwy. East, Tacoma, Washington (hereinafter referred to as "Tenant").

2. PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain real property and the building and other improvements located thereon situated in the City of Rialto, County of San Bernardino, State of California, commonly known as 3196 No. Locust Avenue, Rialto, California, and described as Parcels 1, 2 and 3 of Map 9230 in Book 99 of Parcel Maps, Pages 58, 59 and 60, Parcels 2 and 3 of Map 7173, in Book 77 of Parcel Maps, Pages through 68 but limited to an area of about 100,000 square feet as currently occupied by Tenant (said real property is hereinafter called the "Premises").

3. TERM

Landlord hereby leases to Tenant and Tenant leases from Landlord the Premises for a term beginning January 1, 1990 and ending December 31, 1990.

4. RENT

Tenant shall pay to Landlord as rent for the Premises the following sums per month, in advance on the first day of each month during the term of this Lease, the sum of THIRTY FOUR THOUSAND (\$34,000.00) dollars per month. Rent for any period during the term of this Lease which is for less than one (1) month shall be a prorata portion of the monthly installment. Rent shall be payable without notice or demand and without any deduction, offset, or abatement, in lawful money of the United States to the Landlord at the address stated herein for notices or to such other persons or such other places as the Landlord may designate to Tenant in writing.

5. INTENTIONALLY OMITTED

6. USE

Tenant shall use the Premises only for storage of fireworks, general merchandise and related materials and equipment and for offices for the conduct of its business and for no other purpose without the Landlord's prior written consent, but the Landlord does not warrant that the premises are suitable for the said purposes and the Tenant is required to obtain all the licenses from the Federal or State Authority to operate its business.

Tenant shall not do, bring or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises or the building in which the Premises are located. If the rate of any insurance carried by the Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord within ten (10) days after written demand from Landlord, the amount of any such increase. Tenant shall comply with all laws and obtain all licenses and approvals concerning the Premises or Tenant's use of the Premises, including without limitation, the obligation at Tenant's cost to alter, maintain, or restore the Premises in compliance and conformity of the Premises by Tenant during the term

of this Lease. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant of the building containing the Premises, which shall unreasonably disturb any other tenant.

Tenant hereby accepts the Premises in their condition existing as of the date that Tenant possesses the Premises, subject to all applicable zoning, municipal, county and state laws, ordinances, regulations governing or regulating the use of the Premises and accepts this Lease subject thereto and to all matters disclosed thereby. Tenant hereby acknowledges that neither the Landlord nor the Landlord's agent has made any representation or warranty to Tenant as to the suitability of the Premises for the conduct of Tenant's business.

7. TAXES

(a) Real Property Taxes.

Landlord shall pay all real property taxes and general assessments levied and assessed against the Premises during the term of this Lease.

(b) Personal Property Taxes.

Tenant shall pay, prior to delinquency, all taxes assessed against and levied upon the trade fixtures, furnishings, equipment and other personal property of Tenant contained in the Premises. Tenant shall endeavor to cause such trade fixtures, furnishings and equipment and all other personal property to be assessed and billed separately from the property of the Landlord. If any of Tenant's said personal property shall be assessed with Landlord's property, Tenant shall pay to Landlord the taxes attributable to Tenant within ten (10) days after receipt of a written statement from Landlord setting forth the taxes applicable to Tenant's property.

8. UTILITIES

Tenant shall make all arrangements for and pay for all water, gas, heat, light, power, telephone and other utility services supplied to the Premises together with any taxes thereon and for all connection charges. If any such services are not separately metered to Tenant, the Tenant shall pay a reasonable proportion, to be determined by Landlord, of all charges jointly metered with other premises.

9. MAINTENANCE AND REPAIRS.

(a) Tenant's Obligations

Tenant's obligation for repairs shall not include any replacement of any structural items or any item of Landlord's Fixtures and Installations, it being the intent of the parties that Tenant's obligation is one of ordinary repair and maintenance, not replacement.

To keep the whole Premises, including the structure, the flooring, and interior plaster, or other finishing material, or rendering to walls, floors and ceilings of the Premises and the landlord's fixtures and fittings therein, and all additions thereto including all doors, windows, window frames, curtains, carpets, electrical installations and wiring, light fittings, suspended acoustic ceiling, fire warning and fighting apparatus and installations and air-conditioning plant fan-coil units and ducting (hereinafter collectively called "the Landlord's Fixtures and Installations") and all other fixtures, fitting and additions in or at the Premises in good, clean, tenantable, substantial and

proper repair and condition, and, as may be appropriate from time to time, property painted and decorated and so to maintain the same at the expense of the Tenant, and to deliver up the same to the Landlord at the expiration or sooner termination of the said term in like condition.

To pay on demand to the Landlord the cost incurred by the Landlord in cleaning and clearing any of the drains choked or stopped up owing to improper or careless use by the Tenant or his employees, agents, contractors, invitees or licensees.

To permit the Landlord, the Building Manager, its or their agents or servants, and all persons authorized by the Landlord or the Building Manager, with or without workmen or others and with or without appliances, at all reasonable times, to enter upon the Premises to view the condition thereof and upon prior notice to the Tenant to take inventories of the fixtures and fittings therein and to carry out any work or repair required to be done, provided that, in the event of an emergency, the Landlord, its servants or agents may enter without notice and forcibly if need be.

If Tenant fails to perform Tenant's obligations as stated herein, Landlord may, at its option (but shall not be required to), enter Premises, after ten (10) days prior written notice to Tenant, put the same in good order, condition and repair and the costs thereof together with interest thereon at the rates of ten (10%) percent per annum shall become due and payable as additional rental to Landlord together with Tenant's next rental installment.

10. ALTERATIONS AND ADDITIONS

Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions in or about the Premises except for non-structural work which does not exceed \$1,000.00 in cost. As a condition to giving any such consent, the Landlord may require the Tenant to remove any such alterations, improvements, or additions at the expiration of the term, and to restore the Premises to their prior condition by giving Tenant thirty, (30) days written notice prior to the expiration of the term that Landlord requires Tenant to remove any such alterations, improvements or additions that Tenant has made to the Premises. If Landlord so elects, Tenant at its sole cost shall restore the Premises to the condition designated by Landlord in its election before the last day of the term of the Lease.

Before commencing any work relating to the alterations, additions, or improvements affecting the Premises, Tenant shall notify Landlord in writing of the expected date of the commencement of such work so that Landlord can post and record the appropriate notices of non-responsibility to protect Landlord from any mechanic's liens, materialman liens, or any other liens. In any event, Tenant shall pay, when due, all claims for labor and materials furnished to Tenant at or for use in the Premises. Tenant shall not permit any mechanic's liens or materialmen's liens to be levied against the Premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or Tenant's agents or contractors in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction of Tenant. Tenant shall have the right to contest the validity of any such lien if, immediately on demand by Landlord, Tenant procures and records a lien release bond meeting the requirements of California Civil Code Section 3143 and shall provide for the payment of any sum that the claimant may recover on the claim (together with the costs of suit, if it is recovered in the action).

Unless the Landlord requires their removal as set forth above, all alterations, improvements or additions which are made on the Premises by the Tenant shall become the property of the Landlord and remain upon and be surrendered with the Premises at the

expiration of the term. Notwithstanding the provisions of this paragraph, Tenant's trade fixtures, furniture, equipment and other machinery, other than that which is affixed to the Premises so that it cannot be removed without material or structural damage to the Premises, shall remain the property of the Tenant and removed by Tenant at the expiration of the term of this Lease.

11. INSURANCE: INDEMNITY

(a) Fire Insurance

Landlord at its cost shall maintain during the term of this Lease on the Premises a policy or policies of standard fire and extended coverage insurance to the extent of at least ninety (90%) percent of full replacement value thereof. Said insurance policies shall be issued in the names of Landlord and Tenant, as their interests may appear.

Tenant at its cost shall maintain during the term of this Lease on all its personal property, improvements, and alterations in or about the Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of their full replacement value. The proceeds from any such policy shall be used by Tenant for the replacement of personal property or the restoration of Tenant's improvements or alterations.

(b) Liability Insurance

Tenant at its sole cost and expense shall maintain during the term of this Lease public liability and property damage insurance with a single combined liability limit of Five hundred thousand (\$500,000.00) dollars, and property damage limits of not less than Five hundred thousand (\$500,000.00) dollars, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises. Both public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions in Sub-paragraph (d) below, but the limits of such insurance shall not, however, limit the liability of Tenant hereunder. Both Landlord and Tenant shall be named as additional insured, and the policies shall contain cross-liability endorsements. If Tenant shall fail to procure and maintain such insurance the Landlord may, but shall not be required to, procure and maintain same at the expense of Tenant and the cost thereof, together with interest thereon at the rate of ten (10%) percent per annum, shall become due and payable as additional rental to Landlord together with Tenant's next rental installment.

(c) Waiver of Subrogation

Tenant and Landlord each waives any and all rights of recovery against the other, or against the officers, employees, agents, and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Each party shall cause each insurance policy obtained by it hereunder to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any such policy.

(d) Hold Harmless

Tenant shall indemnify and hold Landlord harmless from and against any and all claims from Tenant's use or occupancy of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Tenant in or about the Premises including all damage, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or

action or proceeding arising therefrom. Except for Landlord's willful or grossly negligent conduct, Tenant hereby assumes all risk of damage to property or injury to person in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.

(e) Exemption of Landlord from Liability

Except for Landlord's willful or grossly negligent conduct, Tenant hereby agrees that Landlord shall not be liable for any injury to Tenant's business or loss of income therefrom or for damage to the goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Premises; nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, contractors, or invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air-conditioning, or lighting fixtures, or from any other cause, whether such damage results from conditions arising upon the Premises or upon other portions of the building in which the Premises are a part or from any other sources or places. Landlord shall not be liable to Tenant for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

12. DAMAGE OR DESTRUCTION

(a) Damage - Insured

If, during the term of this Lease, the Premises and/or the building and other improvements in which the Premises are located are totally or partially destroyed rendering the Premises totally or partially inaccessible or unusable, and such damage or destruction was caused by a casualty covered under an insurance policy required to be maintained hereunder, Landlord shall restore the Premises and/or the building and other improvements in which the Premises are located into substantially the same condition as they were in immediately before such damage or destruction, provided that the restoration can be made under the existing laws and can be completed within one hundred twenty (120) working days after the date of such destruction or damage.

If the restoration cannot be made in said 120 day period, then within fifteen (15) days after the parties hereto determine that the restoration cannot be made in the time stated in this paragraph, Tenant may terminate this Lease immediately by giving notice to Landlord and the Lease will be deemed cancelled as at the date of such damage or destruction. If Tenant fails to terminate this Lease and the restoration is permitted under the existing laws, Landlord, at its option, may terminate this Lease or restore the Premises and/or any other improvements in which the Premises are located within a reasonable time and this Lease shall continue in full force and effect. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party.

Notwithstanding the above, if the Tenant is the insuring party and if the insurance proceeds received by Landlord are not sufficient to effect such repair, Landlord shall give notice to Tenant of the amount required in addition to the insurance proceeds to effect such repair. Tenant may, at Tenant's option, contribute the required amount, but upon failure to do so within thirty (30) days following such notice, Landlord's sole remedy shall be, at Landlord's option and with no liability to Tenant, to cancel and terminate this Lease. If Tenant shall contribute such amount to Landlord within said thirty (30) day period, Landlord shall make such repairs as soon as reasonably possible and this Lease shall continue in full force and effect. Tenant shall in no event have any right to reimbursement for any amount so contributed.

(b) Damage - Uninsured

In the event that the Premises are damaged or destroyed by a casualty which is not covered by fire and extended coverage insurance which is required to be carried by the party designated in Article 11(a) above, then Landlord shall restore the same; provided that if the damage or destruction is to an extent greater than ten (10%) percent of the then replacement cost of the improvements on the Premises (exclusive of Tenant's trade fixtures and equipment and exclusive of foundations and footings), then Landlord may elect not to restore and to terminate this Lease. Landlord must give to Tenant written notice of its intention not to restore within thirty (30) days from the date of such damage or destruction and, if not given, Landlord shall be deemed to have elected to restore and in such event shall repair any damage as soon as reasonably possible. In the event that Landlord elects to give such notice of Landlord's intention to cancel and terminate this Lease, Tenant shall have the right, within ten (10) days after receipt of such notice, to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense, without reimbursement from landlord, in which event the Lease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as reasonably possible. If the Tenant does not give such notice within such 10 day period, this Lease shall be cancelled and be deemed terminated as at the date of the occurrence of such damage or destruction.

(c) Damage Near the End of the Term

If the Premises are totally or partially destroyed or damaged during the last 90 days of the term, Landlord or Tenant may cancel and terminate this Lease as at the date of the cause of such damage by given written notice to the other party of such party's election to do so within 30 days after the date of the occurrence of such damage.

(d) Abatement of Rent

If the Premises are partially or totally destroyed or damaged and Landlord or Tenant repairs or restores them pursuant to the provisions of this Article 12, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's reasonable use of the Premises is impaired. Except for the abatement of rent, if any, Tenant shall have no claim against Landlord for any damages suffered by reason of any such damage, destruction, repair or restoration.

(e) Trade Fixtures and Equipment

If Landlord is required or elects to restore the Premises as provided in this Article, Landlord shall not be required to restore Tenant's improvements, trade fixtures, equipment or alterations made by Tenant, such excluded items being the sole responsibility of Tenant to restore hereunder.

(f) Total Destruction-Multitenant Building

If the Premises are a part of a multitenant building and there is destruction to the Premises and/or the building of which the Premises are a part that exceeds fifty (50%) percent of the then replacement value of the Premises and/or the building in which the Premises are a part from any cause whether or not covered by the insurance described in Article II above, Landlord may, at its option, elect to terminate this Lease (whether or not the Premises are destroyed) so long as Landlord terminates the leases of all other tenants in the building of which the Premises are a part, effective as of the date of such damage or destruction.

13. CONDEMNATION

If the Premises or any portion thereof are taken by the power of eminent domain, or sold by Landlord under the threat of exercise of said power (all of which is herein referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date of the condemning authority takes title or possession, whichever occurs first. If more than twenty (20%) percent of the floor area of any buildings on the Premises, or more than twenty (20%) percent of the land area of the Premises not covered with buildings, is taken by condemnation, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes possession by notice in writing of such election within twenty (20) days after Landlord shall have notified Tenant of such taking or, in the absence of such notice, then within twenty (20) days after the condemning authority shall have taken possession.

If this Lease is not terminated by either Landlord or Tenant as provided hereinabove, then it shall remain in full force and effect as to the portion of the Premises remaining, provided that the rental shall be reduced in proportion to the floor area of the buildings taken within the Premises as bears to the total floor area of all buildings located on the Premises. In the event this Lease is not so terminated, then Landlord agrees at Landlord's sole costs and expense, to as reasonably possible restore the Premises to a complete unit of like quality and character as existed prior to the condemnation.

All awards for the taking of any part of the Premises or any payment made under the threat of the exercise of the power of eminent domain shall be the property of the Landlord, whether made as compensation for the diminution of the value of the leasehold or for the taking of the fee or as severance damages; provided, however, that Tenant shall be entitled to any award for loss or of damage to Tenant's trade fixtures and removable personal property.

Each party hereby waives the provisions of Code of Civil Procedure 1265.130 allowing either part to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

Rent shall be abated or reduced during the period from the date of taking until the completion of restoration by Landlord, but all other obligations of Tenant under this Lease shall remain in full force and effect. The abatement or reduction of the rent shall be based on the extent to which the restoration interferes with Tenant's use of the Premises.

14. ASSIGNMENT AND SUBLETTING

Tenant may assign this Lease Agreement to any corporation controlled (meaning ownership of more than 50% of the outstanding voting stock) by the Anderson family. Any such assignment shall not require Landlord's consent or approval. No such assignment shall relieve Tenant of its obligations hereunder. Except as provided herein, Tenant shall not voluntarily or by operation of law assign, transfer, sublet, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void and shall constitute a breach of this Lease. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of at least fifty-one (51%) percent of the value of the assets of Tenant, shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least fifty-one (51%) percent of the total combined voting power of all

classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors. This paragraph shall not apply to corporations the stock of which is traded through an exchange or over the counter.

Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation to pay the rent and to perform all other obligations to be performed by Tenant hereunder for the term of this Lease. The acceptance of rent by Landlord from any other person shall not be deemed a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

15. DEFAULT

(a) Events of Default

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(1) Failure to pay rent when due, if the failure continues for five (5) days after written notice has been given to Tenant.

(2) Abandonment and vacation of the Premises (failure to occupy the Premises for fourteen (14) consecutive days shall be deemed an abandonment and vacation).

(3) Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice thereof has been given to Tenant by Landlord. If the default cannot reasonably be cured within said thirty (30) day period, Tenant shall not be in default under this Lease if Tenant commences to cure the default within the thirty (30) day period and diligently prosecutes the same to completion.

(4) The making by Tenant of any general assignment, or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless the same is dismissed within sixty (60) days; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in the Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in the Lease, where such seizure is not discharged within thirty (30) days.

Notices given under this paragraph shall specify the alleged default and the applicable lease provisions, and shall demand that Tenant perform the provisions of this Lease unless Landlord so elects in the notice.

(b) Landlord's Remedies

The Landlord shall have the following remedies if Tenant commits a default under this Lease. These remedies are not exclusive but are cumulative and in addition to any remedies now or hereafter allowed by law.

Landlord can continue this Lease in full force and effect, and the Lease will continue in effect so long as Landlord does not terminate Tenant's right to possession, and the Landlord shall have the right to collect rent when due. During the period that Tenant is in default, Landlord can enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to the Landlord for all costs the Landlord incurs in reletting the Premises, including without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall pay to Landlord the rent due under this Lease

on the dates the rent is due, less the rent Landlord receives for any reletting. No act by Landlord allowed by this paragraph shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. After Tenant's default and for so long as Landlord has not terminated Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant shall have the right to assume or sublet its interest in the Lease, but Tenant shall not be released from liability. Landlord's consent to the proposed assignment or subletting shall not be unreasonably withheld.

If Landlord elects to relet the Premises as provided in this paragraph, any rent that Landlord receives from such reletting shall apply first to the payment of any indebtedness from Tenant to Landlord other than the rent due from Tenant to Landlord; secondly, to all costs, including maintenance, incurred by Landlord in such reletting, and third, to any rent due and unpaid under this Lease. After deducting the payments referred to in this paragraph, any sum remaining from the rent Landlord receives from such reletting shall be held by Landlord and applied in payment of future rent as rent becomes due under this Lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this Lease, the rent received from the reletting is less than the rent due on that date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs, including maintenance, that Landlord shall have incurred in reletting that remain after applying the rent received from the reletting as provided in this paragraph.

Landlord can, at its option, terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest in this Lease shall not constitute a termination of Tenant's right of possession. In the event of such termination, Landlord has the right to recover from Tenant:

(1) The worth, at the time of the award, of the unpaid rent that had been earned at the time of the termination of this Lease;

(2) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of the termination of this Lease until the time of the award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

(3) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the loss of the rent that Tenant proves could have been reasonably avoided; and

(4) Any other amount, including court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth at the time of the award", as used in (1) and (2) of this paragraph is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth at the time of the award" as referred to in (3) of this paragraph is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one (1%) percent.

If Tenant is in default under the terms of this Lease, Landlord shall have the additional right to have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

Landlord, at any time after Tenant commits a default, can cure

the default at Tenant's cost and expense. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest thereon, shall be considered additional rent.

16. SIGNS

Tenant shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other exterior decorations on the building or other improvements that are a part of the Premises without Landlord's prior, written consent which shall not be unreasonably withheld.

17. EARLY POSSESSION

In the event that the Landlord shall permit Tenant to occupy the Premises prior to the commencement date of the term of this Lease, such occupancy shall be subject to all the provisions of this Lease. Said early possession shall not advance the termination date of this Lease.

18. SUBORDINATION

This lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewal, modifications, and extensions thereof. Notwithstanding any such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all the other provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor shall elect to have this Lease prior to the Lien of its mortgage or deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior to or subsequent to the date of such mortgage, deed of trust or ground lease, or the date of recording thereof. Tenant agrees to execute any documents required to effect such subordination or to make this Lease prior to the lien of any mortgage, deed of trust, or ground lease, as the case may be, and failing to do so within (10) days after written demand from Landlord does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney in fact and in Tenant's name, place and stead to do so.

19. SURRENDER

On the last day of the term thereof, or on any sooner termination. Tenant shall surrender the Premises to Landlord in good condition, broom clean. Tenant shall repair any damage to the Premises occasioned by its use thereof, or by the removal of Tenant's trade fixtures, furnishings and equipment, which repair shall include the patching and filling of holes and repair of structural damage. Tenant shall remove all of its personal property and fixtures on the Premises prior to the expiration of the term of this Lease and if required by Landlord pursuant to Article 10(a) above, any alterations, improvements or additions made by Tenant to the Premises. If the Tenant fails to surrender the Premises to Landlord on the expiration of the Lease as required by this paragraph, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to vacate the Premises, including, without limitation, claims made by any succeeding tenant resulting from Tenant's failure to surrender the Premises.

20. HOLDING OVER

If the Tenant, with the Landlord's consent, remains in possession of the Premises after the expiration or termination of the term of this Lease, such possession by Tenant shall be deemed to be a tenancy from month-to-month at a rental in the amount of the last monthly rental plus all other charges payable hereunder, upon all the provisions of this Lease applicable to month-to-month tenancy.

21. BINDING ON SUCCESSORS AND ASSIGNS

The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

22. NOTICES

Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either personally or sent by registered or certified United States mail, postage prepaid, addressed at the addresses as set forth below:

TO LANDLORD AT: 438-444 Shanghai Street, Tung Chun Commercial Centre, 6/F, Kowloon, Hong Kong.

TO TENANT AT: 202 North Court Street, Florence, Alabama 35630, Attention: Timothy K. Corley.

Such notices shall be deemed to be received within forty-eight (48) hours from the time of mailing, if mailed as provided for in this paragraph.

23. LANDLORD'S RIGHT TO INSPECTIONS

Landlord and Landlord's agent shall have the right to enter the Premises at reasonable times for the purpose of inspecting same, showing the same to prospective purchasers or lenders, and making such alterations, repairs, improvements or additions to the Premises or to the building of which the Premises are a part as Landlord may deem necessary or desirable. Landlord may at any time place on or about the Premises any ordinary "For Sale" signs and Landlord may at any time during the last one hundred twenty (120) days of the term of this Lease place on or about the Premises any ordinary "For Sale or Lease" signs, all without rebate of rent or liability to Tenant.

24. CHOICE OF LAW

This Lease shall be governed by the laws of the state where the Premises are located.

25. ATTORNEY'S FEES

If either Landlord or Tenant becomes a party to any litigation or arbitration concerning this Lease, the Premises or the building or other improvements in which the Premises are located by reason of any act or omission of the other party or its authorized representatives, and not by reason of any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorney's fees and court costs incurred by it in the litigation.

If either party commences an action against the other party arising out of or in connection with the Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

26. LANDLORD'S LIABILITY

The term "Landlord" as used in this Lease shall mean only the owner or owners at the time in question of the fee title or a Lessee's interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers to the then successor) shall be relieved from and after the date of such transfer of all liability in respect to Landlord's obligations thereafter to be performed. The obligations contained in this Lease to be performed by Landlord shall be binding upon the Landlord's successors and assigns only during their respective periods of ownership.

27. WAIVERS

No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach of the time of its acceptance of such rent.

28. INCORPORATION OF PRIOR AGREEMENTS

This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified only in writing, and signed by the parties in interest at the time of such modification.

29. TIME

Time is of the essence of this Lease.

30. SEVERABILITY

The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions hereof unenforceable, invalid or illegal.

31. ESTOPPEL CERTIFICATES

Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modification. The certificate shall also state the amount of minimum monthly rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent, if any as well as acknowledging that there are not, to that party's knowledge, any uncured defaults on the part of the other party, or specifying such defaults, if any, which are claimed. Failure to deliver such certificate within the ten (10) day period shall be conclusive upon the party failing to deliver the certificate to the benefit of the party requesting the certificate that this Lease is in full force and effect, that there are no uncured defaults hereunder, and has not been modified except as may be represented by the party requesting the certificate.

32. COVENANTS AND CONDITIONS

Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

33. SINGULAR AND PLURAL

When required by the context of this Lease the singular shall include the plural.

34. JOINT AND SEVERAL OBLIGATIONS

"Party" shall mean Landlord and Tenant; and if more than one person or entity is the Landlord or Tenant, the obligations imposed on that party shall be joint and several.

35. EXCEPTION AND RESERVATION

The Premises consists of about 100,000 square feet only and the remaining area at 3196 No. Locust Avenue, Rialto, California is excepted and reserved to the Landlord, but license is duly granted by the Landlord to the Tenant to have use of the remaining area subject to the terms of this Lease; provided that the Landlord may at any time revoke such license by one month's notice in writing if the Landlord intends to sell or redevelop the Premises or any part thereof.

36. ADDENDUM

Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof and shall supersede any conflicting terms or provisions contained in this Lease.

37. TENANT'S RIGHT TO TERMINATE

In the event the State of California or any other governmental body having jurisdiction over the Premises adopts any statute, rule or ordinance which would prevent the storage of fireworks in the Premises or if the sale of fireworks in California is substantially restricted or otherwise limited, Tenant shall have the right to terminate the Lease upon 30 days written notice to Landlord.


38. TENANT'S OPTION TO EXTEND AND LANDLORD'S OPTION TO TERMINATE

Provided that Tenant shall not then be in default hereunder, Tenant shall have the option to extend the term of this Lease for One (1) additional One (1) year period upon the same terms and conditions herein contained (except this clause of right of renewal) at a monthly rent of \$34,000, upon delivery by Tenant to Landlord of written notice of its election to exercise such option at least sixty (60) days prior to expiration of the original term. During the additional one year term, Landlord shall have the right to terminate the Lease by six months notice in writing that the Landlord has entered into an agreement to sell the Premises or the Landlord has applied to the State Authority to redevelop the Premises.

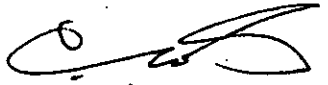
In witness whereof the undersigned have caused this Lease Agreement to be executed this 30th day of September, 1989.

TENANT:

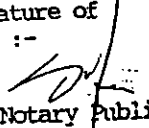
Pyrödyne American Corp.

By: 
Terry C. Anderson
Its: Vice President

LANDLORD:

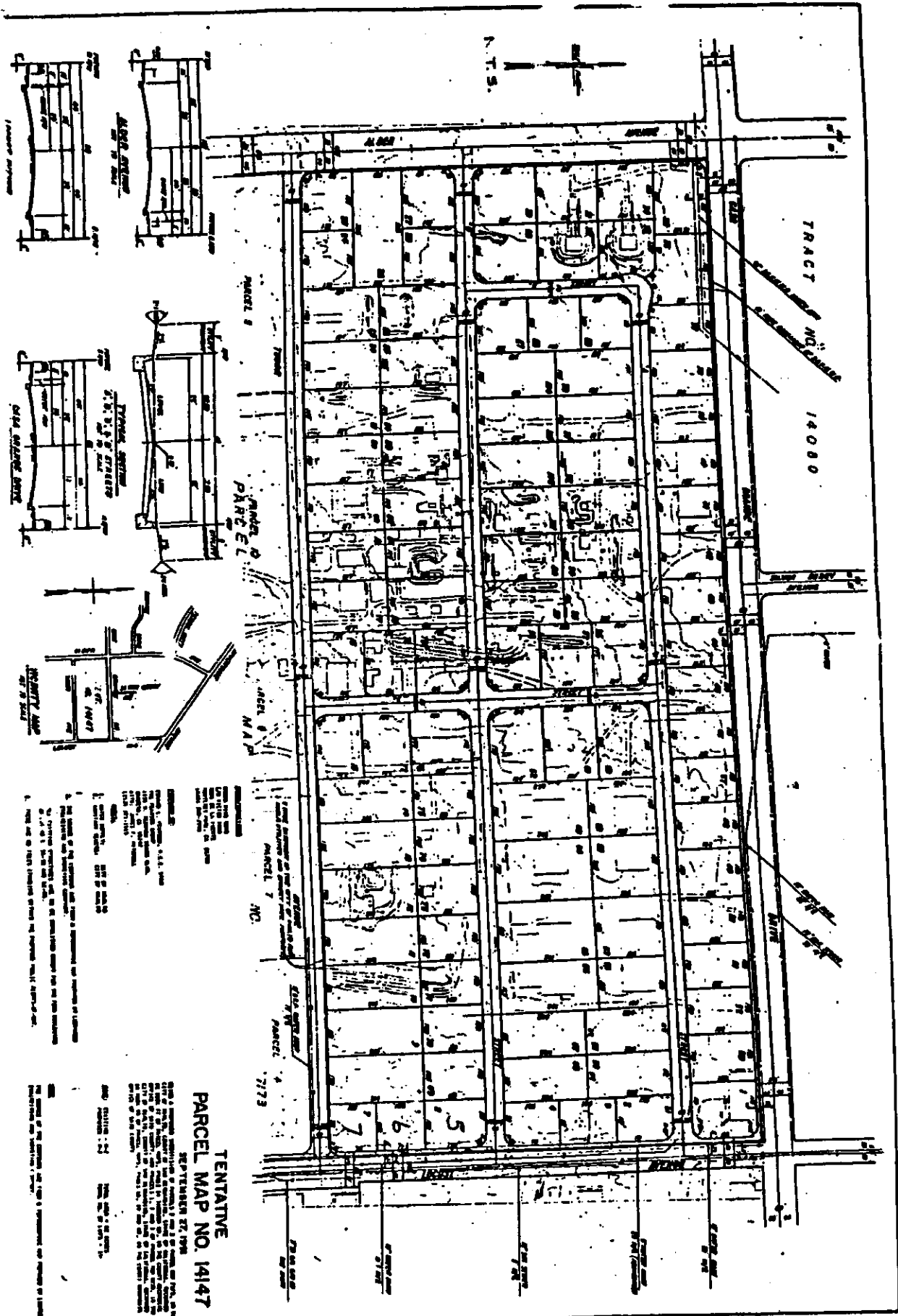

Wong Chung Ming

Witness to the signature of
Mr. Wong Chung Ming :-


Notary Public,
Hong Kong.

LAU SHAK WAH
Notary Public
4th Floor, V. Heun Building,
123 Queen's Road Central,
Hong Kong. TEL. 5-452088

APE 00369



TENTATIVE
PARCEL MAP NO. 14147
REPT. 14147

THIS MAP IS A TENTATIVE PARCEL MAP OF THE CITY OF LOS ANGELES, CALIFORNIA, AND IS NOT A FINAL MAP. IT IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER AND THE CITY COMMISSIONERS OF PUBLIC WORKS. IT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.

- 1. THE LOTS OF THE MAP ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.
- 2. THE LOTS OF THE MAP ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.
- 3. THE LOTS OF THE MAP ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.
- 4. THE LOTS OF THE MAP ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.
- 5. THE LOTS OF THE MAP ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.
- 6. THE LOTS OF THE MAP ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.
- 7. THE LOTS OF THE MAP ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.

EXTENSION AND AMENDMENT OF LEASE

This Extension and Amendment of Lease made on May 1, 1991, by and between Victor Kwan, as agent for Wong Chung Ming of 438-444 Shanghai Street, Tung Chun Commercial Centre, 6th Floor, Kowloon, Hong Kong ("Landlord"), and American West Marketing, Inc., an Alabama (USA) corporation, of 2002 E. McFadden Ave, Suite 250, Santa Ana, California 92705 ("Tenant").

WITNESSETH

Tenant is successor by change of name to American West Marketing, Inc., which is the corporation identified as the tenant in that certain lease agreement (the "Lease") between Landlord and "Pyrodyne American Corporation", dated September 30, 1989, covering certain real property and buildings located in the city of Rialto, County of San Bernardino, California, and commonly known as 3196 N. Locust Avenue, Rialto, California (the "Premises").

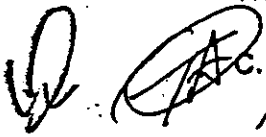
The Lease is hereby amended as follows:

A. Section 3, regarding the Term, is amended to read:


Landlord hereby leases to Tenant and Tenant leases from Landlord the Premises for a term beginning May 1, 1991, and ending August 31, 1992.


B. The first sentence of Section 4, regarding the Rent, is amended to read:

Tenant shall pay to Landlord as rent for the Premises, in advance on the first day of each month during the term of this Lease, the sum of TWENTY-SIX THOUSAND DOLLARS (\$26,000) per month.

 Section 38, regarding Tenant's option to extend and Landlord's option to terminate, is deleted in its entirety.

In witness whereof, the undersigned have caused this instrument to be executed as of the date first written above.


Wong Chung Ming by his agent
Victor Kwan

AMERICAN WEST MARKETING, INC.
By: 
Its President

Wong Chung Ming

EXTENSION AND AMENDMENT OF LEASE

This Extension and Amendment of Lease made on October 1, 1996, by and between Victor Kwan, as agent for Wong Chung Ming of 438-444 Shanghai Street, Tung Chun, Commercial Centre, 6th Floor, Kowloon, Hong Kong ("Landlord"), and American Promotional Events, Inc., a California (USA) Corporation, of 14111 Freeway Drive, Suite 200, Santa Fe Springs, CA 90670 ("Tenant").

WITNESSETH

Tenant is successor by change of name to American Promotional Events, Inc. which is the corporation identified as the tenant in that certain lease agreement (the "Lease") between Landlord and "Pyrodyne American Corporation," dated September 30, 1989, covering certain real property and buildings located in the City of Rialto, County of San Bernardino, California, and commonly known as 3196 N. Locust Avenue, Rialto, California (the "Premises").

The Lease is hereby amended as follows:

A. Section 3, regarding the Term, is amended to read:

Landlord hereby leases to Tenant and Tenant leases from Landlord the Premises for a term beginning October 1, 1996 and ending September 30, 1998.

B. The first sentence of Section 4, regarding the Rent, is amended to read:

Tenant shall pay to Landlord as rent for the Premises, in advance on the first day of each month during the term of this Lease, the sum of Twenty One Thousand Dollars (\$21,000) per month.

Addenda to the Lease as follows:

A. Option for the First Refusal to Purchase the Property. It has been mutually agreed between Landlord and Tenant that Tenant would be granted the first right to purchase the property. Upon receipt of any offer to purchase the property, Landlord shall give Tenant written notice of all terms of the offer within seven (7) working days from the date the Landlord receives the offer. Tenant may exercise this option within thirty (30) days from the date of notice by the Landlord. If Tenant exercises this option, it shall be on the same terms and conditions as the offer received by the Landlord.

B. Advance Notice to Vacate Premise. If the Landlord requires Tenant to vacate the Premises prior to the termination of the Lease because the Landlord decides to

develop the property, then the Tenant must be given Eighteen (18) months advance notice in writing to vacate the Premises.

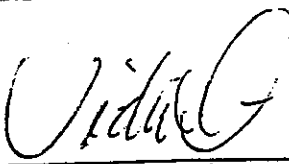
- C. Roof Repairs. Landlord agrees to give Five Thousand Dollars (\$5,000) allowance to Tenant for the repair of the roof in 1996. If Landlord determines that it is necessary to replace the roof, Landlord will also be fully responsible for the cost of replacement of the roof.
- D. Insurance. In addition to Tenant's obligations at Section 11(a) of the Lease to insure its personal property in or about the Premises, Tenant agrees to maintain fire and extended coverage, vandalism and malicious mischief insurance, in the name of Tenant, naming Landlord as an additional insured and Mortgagee as a loss payee, on the five (5) specific warehouses on the Premises, more commonly known as:

1. The Red Warehouse;
2. The Green Warehouse;
3. The White Warehouse;
4. The Blue Warehouse; and
5. Warehouse No. 51.

Such insurance shall be in the amount of Two Million Dollars (\$2,000,000) for an estimated Ninety Percent (90%) replacement value.

It witness whereof, the undersigned have caused this instrument to be executed as of the date first written above.

LANDLORD:



Wong Chung Ming
by his agent Victor Kwan

TENANT:

AMERICAN PROMOTIONAL EVENTS, INC.


By: 

Its President

ADDENDUM TO LEASE

1. Landlord and Tenant agree that for the time period of April 1, 1996 through September 30, 1996 the rent was changed from \$26,000 to \$22,000.
2. Landlord has credited Tenant \$5,000 for repair of the roof in April, 1996.


LANDLORD:



Wong Chung Ming
by his agent, Victor Kwan

TENANT:

AMERICAN PROMOTIONAL EVENTS, INC.

By 

Tad Trout
Its President

Dated: November 6, 1996

#4

SECOND EXTENSION AND AMENDMENT OF LEASE

This Second Extension and Amendment of Lease made on April 29, 1998, by and between Victor Kwan, as agent for Wong Chung Ming of 438-444 Shanghai Street, Tung Chun, Commercial Centre, 6th Floor, Kowloon, Hong Kong ("Landlord"), and American Promotional Events, Inc., a California (USA) Corporation, of 14111 Freeway Drive, Suite 200, Santa Fe Springs, CA 90670 ("Tenant").

RECITALS

Tenant is successor by change of name to American Promotional Events, Inc. which is the corporation identified as the tenant in that certain lease agreement (the "Original Lease") between Landlord and "Pyrodyne American Corporation," dated September 30, 1989, covering certain real property and buildings located in the City of Rialto, County of San Bernardino, California, and commonly known as 3196 N. Locust Avenue, Rialto, California (the "Premises"). The Lease was extended and amended by that certain Extension and Amendment of Lease dated October 1, 1996 ("First Extension"). The Original Lease and the First Extension shall be referred to hereinafter, collectively, as the "Lease."

AGREEMENT

1. Section 3 of the Original Lease, regarding the Term, is amended to read:

Landlord hereby leases to Tenant and Tenant leases from Landlord the Premises for a term beginning October 1, 1998 and ending September 30, 2000.

2. Option to Renew Lease. Tenant shall have the option to extend the term of the Lease for a period of three (3) years on the same terms and conditions as set forth in this Second Extension and the Lease except that the rent for the period of the option to extend shall be Twenty-Two Thousand Dollars (\$22,000) per month. This option shall be exercised, if at all, by giving written notice

to Landlord at least six (6) months prior to the expiration of the lease term then in effect. Upon exercise, this Lease shall be extended without the execution of any further lease or other instrument.

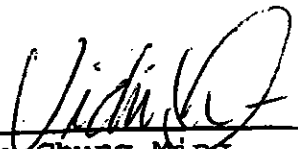
3. Full Force and Effect. As amended herein, the Original Lease and First Extension remain in full force and effect, including specifically, but not limited to: the Option for First Refusal.

It witness whereof, the undersigned have caused this instrument to be executed as of the date first written above.

LANDLORD:

TENANT:

AMERICAN PROMOTIONAL EVENTS, INC.



Wong Chung Ming
by his agent Victor Kwan

By: 

Its President



#5

14111 FREEWAY DRIVE, SUITE 200, SANTA FE SPRINGS, CA 90670
TELEPHONE (562) 921-1466 FAX (562) 404-8948

December 11, 2000

Victor Kwan
1001 de la Fuente
Monterey Park, CA 91754

Re: 3196 North Locust Avenue, Rialto, California

Dear Victor:

This letter is to acknowledge that, with respect to the above-noted site and pursuant to the Second Extension Amendment of Lease dated April 29, 1998 between our company and you, as agent for Wong Chung Ming, our company duly exercised its extension to renew the lease for a three-year period beginning October 1, 2000 at the rental of \$22,000 per month. If you are in agreement to the above, please confirm such by executing the acknowledgment below my signature on the enclosed copy of this letter and forwarding to me that executed copy. Thank you for your assistance.

AMERICAN PROMOTIONAL EVENTS, INC.

By: Tad Trout
Tad Trout, President

ACKNOWLEDGMENT

The undersigned has reviewed the foregoing letter and agrees to its contents.

Victor Kwan
Victor Kwan, as agent for Wong Chung Ming

ENCLOSURE 3

Property Owner History Information

What do you know about the property?

(Please enter **one** type of information below and press the *Search* button).

The **Parcel Number** 13 characters

OR

The **Property Address**

Street Number 3196 digits only

Street Name Locust full street name

Street Tag Ave Optional; e.g. Ave, St, Ln

OR

Property ID Number

(for Boat, Aircraft
or Mobile Home)

Search the Database

Clear All Fields

[Property Tax Search](#) [Property Data](#) [Owner History](#) [Current Taxes](#) [Defaulted Bills](#) [Other \(Past\) Bills](#)

Property Information For Parcel 0239-192-18-0000Type of Property: **UNKNOWN**

Address Information

Legal Description

Situs Address	<i>Protected per CA. Govt. Code Sect. 6254.21</i>	Tract Number	Lot Number	Block/Unit
Billing Address	<i>Protected per CA. Govt. Code Sect. 6254.21</i>		00000	000
As Of	1990/11/07	PARCEL MAP 9230 PARCEL NO 3		

Present Owner Information

Name	% Own	Relationship	Document No.	Recording Date	Acquire Date	Roll Year
WONG, CHUNG MING	100	SOLE OWNER	8841965600000	1988/12/07		1989

[Property Tax Search](#)
[Property Data](#)
[Owner History](#)
[Current Taxes](#)
[Defaulted Bills](#)
[Other \(Past\) Bills](#)

Property Information For Parcel 0239-192-17-0000Type of Property: **UNKNOWN**

Address Information

Legal Description

Situs Address	<i>Protected per CA. Govt. Code Sect. 6254.21</i>	Tract Number	Lot Number	Block/Unit
Billing Address	<i>Protected per CA. Govt. Code Sect. 6254.21</i>		00000	000
As Of	1990/10/30	PARCEL MAP 9230 PARCEL NO 2		

Present Owner Information

Name	% Own	Relationship	Document No.	Recording Date	Acquire Date	Roll Year
WONG, CHUNG MING	100	SOLE OWNER	8841965600000	1988/12/07		1989

[Property Tax Search](#)
[Property Data](#)
[Owner History](#)
[Current Taxes](#)
[Defaulted Bills](#)
[Other \(Past\) Bills](#)

ENCLOSURE 4

City of Rialto and County of San Bernardino Records of
Storage and Disposal of Fireworks, 3196 North Locust
Avenue, Rialto, California



County of San Bernardino
DEPARTMENT OF ENVIRONMENTAL HEALTH SERVICES

HAZARDOUS WASTE GENERATOR INSPECTION REPORT

Facility Name American West Marketing, Inc. Contact Person Margo Cartagena
Situs Address 3196 N. Locust Phone Number (714) 874-3110
Mailing Address Rialto, CA 92376 Number Employees 1 - 49 (seasonal)
Others Present _____ EPA Number _____

The following violations have been noted and must be corrected as follows:

1	Stored Over 90 Days	1
2	Fenced/Bermed	2
3	Drums Labeled	3
4	Labels Dated	4
5	Containers Sound	5
6	Containers Closed	6
7	Managed to Prevent Leaks	7
8	Incompatibles - Mixed	8
9	Incompatibles - Stored	9
10	Comingling	10
11	Packaged/Placards	11
12	50' from Property Line	12
13	Warning Signs	13
14	Inventory Verification	14
15	Manifested	15
16	Illegal Disposal	16
17	Discharged to Ground	17
18	Contaminated Soil	18
19	Empty Drums	19
20	Licensed Hauler	20
21	Class I Site	21
22	Waste Minimization	22
23	Inadequate Records	23
24	Manifests Available	24
25	Business Plan/MSDS	25
26	Permit Generator/Handler	26
27	Training	27
28	Safety/Emergency Equipment	28
29	Contact Persons	29
30	Business Plan Knowledge	30
31	Leaking	31
32	Monitored	32
33	Comingling	33
34	Permit - Tanks	34
35	Notice of Violation	35
36	Samples Taken	36
37	cc: DOHS	37
38	RWQCB	38
39	AGMD	39

This is a distributor for "Safe & Sane" fireworks inventory.
Green Warehouse - Class C Explosives (receiving none)
~100 pallets w/ Explosives & Display cases
Red Warehouse (Bldg) - production warehouse -
Some assembling done seasonally.
~32 pallets class C explosives
White Warehouse (Bldg) - strictly storage
~560 pallets of class C explosives
Blue Warehouse - (Bldg) - strictly storage - shipping done out
of here in June
(Shrink wrap machine is kept in trailer outside)
of Red Warehouse.
~160 pallets of Class C explosives in Bldg 79.
Propane tank ~500 gallons
Bldg 51 - ~100 pallets of Class C expl.; paper cutting
machine is in this bldg also.
All warehouses are clean and orderly, and locked. They each
have a security system and sprinkler systems.

Additional Comments: * An average pallet is approx 42" x 48" and never over 6-ft. high.

Business Plan was available for inspection. Permits are current & posted.

Inspector Navia Kellan Received By Margit K Cartagena Date 11/26/90



MARIA KEEFER

Environmental Health Specialist
Hazardous Materials Field Services

County of San Bernardino

(714) 387-3080
FAX (714) 387-4323

385 N Arrowhead Ave.
San Bernardino, CA 92415

County of San Bernardino
DEPARTMENT OF ENVIRONMENTAL HEALTH SERVICES
HAZARDOUS WASTE GENERATOR INSPECTION REPORT

Marketing
cust

Contact Person Fran

Phone Number (714) 874-3110

Number Employees _____

EPA Number _____

Others Present _____

The following violations have been noted and must be corrected as follows:

Violations	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	
Stored Over 90 Days																																								
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Drums Labeled																																								
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Class I Site																																								
Waste Minimization																																								
Inadequate Records																																								
Manifests Available																																								
Business Plan/MSDS																																								
Permit Generator/Handler																																								
Training																																								
Safety/Emergency Equipment																																								
Contact Persons																																								
Business Plan Knowledge																																								
Leaking																																								
Monitored																																								
Comingling																																								
Permit - Tanks																																								
Notice of Violation																																								
Samples Taken																																								
cc: DOHS																																								
RWOCB																																								
AGMD																																								

This facility distributes fire works. No fireworks are made on site.

I need to inspect, please call me for an appt.

Red Devil use to own this business. It may also be listed as Pyrotechnics. Amer. West has bought them out.

UGSTs are owned by Victor Kuan
1001 De La Fuente
Monterey Park, CA 91754

Hazardous Material Handler & Generator permits are current.

Additional Comments:

Inspector Maria Keffer Received By Fran Allen Date 10/19/90

- 10,000 LBS ANNUAL
OR EPA PERMIT MAX
fire Dept 820-2501

1. KEEP PERMIT UP TO DATE
2. SUBMIT FORM, MONTHLY
3. CALL AQMD - GET AUTHCR. 2. #
~~356-3805~~ 420-7000
4. CALL FIRE DEPT/DISPATCH
INFORM OF BURN 356-3805
5. CALL ASTRO 822-6389
BROCO 350-4701
PYRO-SPEC 874-1644
INFORM OF INTENTION

FIRE PROTECTION AGENCY AND SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

APPLICATION AND PERMIT TO BURN

Fire Agency RIALTO FIRE DEPARTMENT

Name (Applicant) AMERICAN WEST MARKETING Tel. No. XXXXXXXXXXXX 909 357 7900

Address 3196 N. LOCUST City RIALTO

Burning Site Location SAME AS ABOVE

Section _____ Township _____ Range _____ Cross Street _____

APPLICATION: I hereby apply for a Permit to Burn the material indicated below pursuant to the South Coast Air Quality Management District. Rule 444.

Name and Type of Material WASTE PYROTECHNIC MATERIALS
~~FLAMMABLE LIQUIDS~~ ~~FLAMMABLE SOLIDS~~ ~~COMBUSTIBLE GASES~~

Estimated Quantity (Tons) 500 LBS+ Acreage _____

Fire Hazard EXPLOSIVES Firefighting Training _____ Agricultural Burning _____

Tumbleweeds (Russian Thistle) _____ Other _____

I OWN OR LEGALLY CONTROL THE ABOVE-DESCRIBED LAND AND I AGREE TO COMPLY WITH ALL FIRE AND AIR QUALITY MANAGEMENT LAWS, ORDINANCES, REGULATIONS AND TERMS OF THE PERMIT. I CERTIFY THAT I HAVE READ AND UNDERSTAND THE REVERSE SIDE OF THIS APPLICATION.

Signature of Applicant [Signature] Date 10/13/93

Administrative Use:

FIRE AGENCY: Field inspection made by _____ Date _____

Meets Requirements of Rule 444. Yes ☐ No ☐ Referred to AQMD Date _____

Remarks: _____

Permit: Applicant is hereby authorized to conduct open burning in accordance with above information, and subject to the following:

1. Permit Duration OCTOBER 14, 1993 through OCTOBER 14, 1994
2. Burning to be confined between the hours 6AM AM/PM 11AM AM/PM
3. Other Requirements NO BURNING IS ALLOWED IF WINDS ARE MORE THAN 5 MILES PER HOUR.
A SHOVEL AND WATER HOSE MUST BE KEPT ON SITE AT TIME FOR BURNING.

4. Telephone (909) 356-3805 BEFORE BURNING

5. Emergency Telephone CALL 9-1-1

Issuing Agency RIALTO FIRE DEPARTMENT

Issued by (Name) NORMA BARAJAS

Title FIRE PREVENTION FIRE INSPECTOR Date 10/13/93

SEE REVERSE SIDE FOR OTHER CONDITIONS AND REQUIREMENTS

DISTRIBUTION: White - Permittee, Canary - Issuing Agency, Pink - SCAQMD

Form No. 588-2-85

APE 00947

FIRE PROTECTION AGENCY AND SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

APPLICATION AND PERMIT TO BURN

Fire Agency RIALTO FIRE DEPT.

Name (Applicant) AMERICAN WEST MARKETING Tel. No. (909) 357-7900

Address 3196 N. LOCUST City RIALTO, CALIF. 92376

Burning Site Location SAME AS ABOVE

Section _____ Township _____ Range _____ Cross Street _____

APPLICATION: I hereby apply for a Permit to Burn the material indicated below pursuant to the South Coast Air Quality Management District. Rule 444.

Name and Type of Material WASTE PROTECHNIC MATERIALS

Estimated Quantity (Tons) 500 = Acreage _____

Fire Hazard EXPLOSIVES Firefighting Training _____ Agricultural Burning _____

Tumbleweeds (Russian Thistle) _____ Other _____

I OWN OR LEGALLY CONTROL THE ABOVE-DESCRIBED LAND AND I AGREE TO COMPLY WITH ALL FIRE AND AIR QUALITY MANAGEMENT LAWS, ORDINANCES, REGULATIONS AND TERMS OF THE PERMIT. I CERTIFY THAT I HAVE READ AND UNDERSTAND THE REVERSE SIDE OF THIS APPLICATION.

Signature of Applicant *Robert K. Castagne* Date 7/26/1993

Administrative Use: _____

FIRE AGENCY: Field inspection made by _____ Date _____

Meets Requirements of Rule 444. Yes ☐ No ☐ Referred to AQMD Date _____

Remarks: _____

Permit: Applicant is hereby authorized to conduct open burning in accordance with above information, and subject to the following:

1. Permit Duration JULY 16, 1993 19 through OCT. 15, 1993 19
2. Burning to be confined between the hours 6 A.M. AM/PM 11 A.M. AM/PM
3. Other Requirements NO BURNING ALLOWED IF WINDS ARE MORE THAN 5 MPH

A SHOVEL AND WATER HOSE MUST BE KEPT ON SITE AT TIME OF BURNING

4. Telephone 356-3805 & AQMD @ (909) 420-7000 BEFORE BURNING

5. Emergency Telephone 911 620-2501

Issuing Agency RIALTO FIRE DEPT.

Issued by (Name) C.R. SHAW

Title Assistant fire marshal Date July 26, 1993

SEE REVERSE SIDE FOR OTHER CONDITIONS AND REQUIREMENTS

DISTRIBUTION: White - Permittee, Canary - Issuing Agency, Pink - SCAQMD

Form No. 588-2-85

FIRE PROTECTION AGENCY AND SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

APPLICATION AND PERMIT TO BURN

Fire Agency RIALTO FIRE DEPARTMENT

Name (Applicant) AMERICAN WEST MARKETING

Tel. No. 357-7400
(909) 874-3110

Address 3196 N. LOCUST

City RIALTO, CALIFORNIA 92376

Burning Site Location SAME AS ABOVE

Section _____ Township _____ Range _____ Cross Street _____

APPLICATION: I hereby apply for a Permit to Burn the material indicated below pursuant to the South Coast Air Quality Management District. Rule 444.

Name and Type of Material WASTE PYROTECHNIC MATERIALS

Estimated Quantity (Tons) 500 LBS + Acreage _____

Fire Hazard EXPLOSIVES Firefighting Training _____ Agricultural Burning _____

Tumbleweeds (Russian Thistle) _____ Other _____

I OWN OR LEGALLY CONTROL THE ABOVE-DESCRIBED LAND AND I AGREE TO COMPLY WITH ALL FIRE AND AIR QUALITY MANAGEMENT LAWS, ORDINANCES, REGULATIONS AND TERMS OF THE PERMIT. I CERTIFY THAT I HAVE READ AND UNDERSTAND THE REVERSE SIDE OF THIS APPLICATION.

Signature of Applicant [Signature] Date 2-10-93

Administrative Use:

FIRE AGENCY: Field inspection made by _____ Date _____

Meets Requirements of Rule 444. Yes ☒ No ☐ Referred to AQMD Date _____

Remarks: MATERIALS POSE A LIFE THREATENING SITUATION UNLESS DISPOSED OF IN TIMELY MANNER.

Permit: Applicant is hereby authorized to conduct open burning in accordance with above information, and subject to the following:

1. Permit Duration FEB 10 1993 through JULY 15 1993
2. Burning to be confined between the hours 6 A.M. AM/PM 11 A.M. AM/PM
3. Other Requirements NO BURNING IS ALLOWED IF WINDS ARE MORE THAN 5 MILES PER HOUR.
A SHOVEL AND WATER HOSE MUST BE KEPT ON SITE AT TIME OF BURNING.

4. Telephone 356-3805 AQMD (909) 420-7000 BEFORE BURNING

5. Emergency Telephone 9-1-1 820-2501

Issuing Agency RIALTO FIRE DEPARTMENT

Issued by (Name) JOHN DONELAN C.R. SHAW

Title ASSISTANT FIRE MARSHAL Date FEBRUARY 11, 1993

SEE REVERSE SIDE FOR OTHER CONDITIONS AND REQUIREMENTS

DISTRIBUTION: White - Permittee, Canary - Issuing Agency, Pink - SCAQMD

Form No. 588-2-85

FIRE PROTECTION AGENCY AND SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

APPLICATION AND PERMIT TO BURN

Fire Agency RIALTO FIRE DEPARTMENT
 Name (Applicant) AMERICAN WEST MARKETING Tel. No. 357-7900
 Address 3196 N. LOCUST City RIALTO, CALIFORNIA 92376
 Burning Site Location SAME AS ABOVE
 Section _____ Township _____ Range _____ Cross Street _____

APPLICATION: I hereby apply for a Permit to Burn the material indicated below pursuant to the South Coast Air Quality Management District. Rule 444.

Name and Type of Material WASTE PYROTECHNIC MATERIALS

Estimated Quantity (Tons) 500 LBS + Acreage _____

Fire Hazard EXPLOSIVES Firefighting Training _____ Agricultural Burning _____

Tumbleweeds (Russian Thistle) _____ Other _____

I OWN OR LEGALLY CONTROL THE ABOVE-DESCRIBED LAND AND I AGREE TO COMPLY WITH ALL FIRE AND AIR QUALITY MANAGEMENT LAWS, ORDINANCES, REGULATIONS AND TERMS OF THE PERMIT, I CERTIFY THAT I HAVE READ AND UNDERSTAND THE REVERSE SIDE OF THIS APPLICATION.

Signature of Applicant [Signature] Date 2-10-93

Administrative Use: _____

FIRE AGENCY: Field inspection made by _____ Date _____

Meets Requirements of Rule 444. Yes ☒ No ☐ Referred to AQMD Date _____

Remarks: MATERIALS POSE A LIFE THREATENING SITUATION UNLESS DISPOSED OF IN TIMELY MANNER.

Permit: Applicant is hereby authorized to conduct open burning in accordance with above information, and subject to the following:

1. Permit Duration FEB 10 1993 through JULY 15 1993
2. Burning to be confined between the hours 6 A.M. AM/PM 11 A.M. AM/PM
3. Other Requirements NO BURNING IS ALLOWED IF WINDS ARE MORE THAN 5 MILES PER HOUR.
A SHOVEL AND WATER HOSE MUST BE KEPT ON SITE AT TIME OF BURNING.

4. Telephone 356-3805 AQMD (909) 420-7000 BEFORE BURNING

5. Emergency Telephone 9-1-1 820-2501

Issuing Agency RIALTO FIRE DEPARTMENT

Issued by (Name) JOHN DONELAN C.R. SHAW [Signature]

Title ASSISTANT FIRE MARSHAL Date FEBRUARY 11, 1993

SEE REVERSE SIDE FOR OTHER CONDITIONS AND REQUIREMENTS

DISTRIBUTION: White - Permittee, Canary - Issuing Agency, Pink - SCAQMD

Form No. 588-2-85

APPLICATION AND PERMIT TO BURN

Fire Agency RIALTO FIRE DEPARTMENT
Name (Applicant) AMERICAN WEST MARKETING Tel. No. (714) 874-3110
Address 3196 N. LOCUST City RIALTO, CALIFORNIA 92376
Burning Site Location SAME AS ABOVE
Section _____ Township _____ Range _____ Cross Street _____

APPLICATION: I hereby apply for a Permit to Burn the material indicated below pursuant to the South Coast Air Quality Management District, Rule 444.

Name and Type of Material WASTE PYROTECHNIC MATERIALS

Estimated Quantity (Tons) 500 LBS t Acreage _____

Fire Hazard EXPLOSIVES Firefighting Training _____ Agricultural Burning _____

Tumbleweeds (Russian Thistle) _____ Other _____

I OWN OR LEGALLY CONTROL THE ABOVE-DESCRIBED LAND AND I AGREE TO COMPLY WITH ALL FIRE AND AIR QUALITY MANAGEMENT LAWS, ORDINANCES, REGULATIONS AND TERMS OF THE PERMIT, I CERTIFY THAT I HAVE READ AND UNDERSTAND THE REVERSE SIDE OF THIS APPLICATION.

Signature of Applicant [Signature] Date 7-4-92

Administrative Use:

FIRE AGENCY: Field inspection made by LISA CALDERA Date AUGUST 4, 1992

Meets Requirements of Rule 444. Yes ☒ No ☐ Referred to AQMD Date _____

Remarks: MATERIALS POSE A LIFE THREATING SITUATION UNLESS DISPOSED OF IN TIMELY MANNER

Permit: Applicant is hereby authorized to conduct open burning in accordance with above information, and subject to the following:

1. Permit Duration AUGUST 4, 1992 19 through FEBRUARY 4, 1993 19
2. Burning to be confined between the hours 6 A.M. - AM/PM 11 A.M. AM/PM
3. Other Requirements NO BURNING IS ALLOWED IF WINDS ARE MORE THAN 5 MILES PER HOUR.
A SHOVEL AND WATER HOSE MUST BE KEPT ON SITE AT TIME OF BURNING.

4. Telephone 1387-16073 356-3805 AQMD 1-800-442-4847 BEFORE BURNING
5. Emergency Telephone 9-1-1 820-2501 (714) 420-7000

Issuing Agency RIALTO FIRE DEPARTMENT

Issued by (Name) JOHN DONELAN [Signature]

Title ASSISTANT FIRE MARSHAL Date AUGUST 4, 1992

SEE REVERSE SIDE FOR OTHER CONDITIONS AND REQUIREMENTS

FIRE PROTECTION AGENCY AND SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

APPLICATION AND PERMIT TO BURN

Fire Agency RIALTO FIRE DEPARTMENT
Name (Applicant) AMERICAN WEST MARKETING Tel. No. (714) 874-3110
Address 3196 N. LOCUST City RIALTO, CA 92376
Burning Site Location SAME AS ABOVE
Section _____ Township _____ Range _____ Cross Street _____

APPLICATION: I hereby apply for a Permit to Burn the material indicated below pursuant to the South Coast Air Quality Management District. Rule 444.

Name and Type of Material WASTE PYROTECHNIC MATERIALS
Estimated Quantity (Tons) 500 LBS PLUS Acreage _____
Fire Hazard EXPLOSIVES Firefighting Training _____ Agricultural Burning _____
Tumbleweeds (Russian Thistle) _____ Other _____

I OWN OR LEGALLY CONTROL THE ABOVE-DESCRIBED LAND AND I AGREE TO COMPLY WITH ALL FIRE AND AIR QUALITY MANAGEMENT LAWS, ORDINANCES, REGULATIONS AND TERMS OF THE PERMIT. I CERTIFY THAT I HAVE READ AND UNDERSTAND THE REVERSE SIDE OF THIS APPLICATION.

Signature of Applicant Pedro S. Mergel Date January 7, 1992
Administrative Use: LC for

FIRE AGENCY: Field inspection made by LISA CALDERA Date JANUARY 2, 1992

Meets Requirements of Rule 444. Yes ☐ No ☒ Referred to AQMD Date _____

Remarks: MATERIALS POSE A LIFE THREATING SITUATION UNLESS DISPOSED OF IN A TIMELY MANNER

Permit: Applicant is hereby authorized to conduct open burning in accordance with above information, and subject to the following:

1. Permit Duration Jan 7, 1992 19 through 7/7/92 19
2. Burning to be confined between the hours 6 A.M. AM/PM 11 A.M. AM/PM
3. Other Requirements NO BURNING IS ALLOWED IF WINDS ARE MORE THEN 5 MILES PER HOUR.
A SHOVEL AND WATER HOSE MUST BE KEPT ON SITE AT TIME OF BURNING.

4. Telephone 387-6073/ 356-3805 1-800-442-4847 AQMD BEFORE BURNING
5. Emergency Telephone 9-1-1

Issuing Agency RIALTO FIRE DEPARTMENT
Issued by (Name) THOMAS J. MCVEITTY Thomas J. McVeitty
Title FIRE MARSHAL Date JANUARY 6, 1992

SEE REVERSE SIDE FOR OTHER CONDITIONS AND REQUIREMENTS

DISTRIBUTION: White - Permittee, Canary - Issuing Agency, Pink - SCAQMD

Form No. 588-2-85

APE 00958

FIRE PROTECTION AGENCY AND SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

APPLICATION AND PERMIT TO BURN

Fire Agency RIALTO FIRE DEPARTMENT

Name (Applicant) AMERICAN WEST MARKETING Tel. No. XXXXXXXXXXXX 909 357 7900

Address 3196 N. LOCUST City RIALTO

Burning Site Location SAME AS ABOVE

Section _____ Township _____ Range _____ Cross Street _____

APPLICATION: I hereby apply for a Permit to Burn the material indicated below pursuant to the South Coast Air Quality Management District. Rule 444.

Name and Type of Material WASTE PYROTECHNIC MATERIALS
~~TUMBLEWEEDS~~ ~~BARB WIRE~~ ~~CORRUGATED METAL~~

Estimated Quantity (Tons) 500 LBS+ Acreage _____

Fire Hazard EXPLOSIVES Firefighting Training _____ Agricultural Burning _____

Tumbleweeds (Russian Thistle) _____ Other _____

I OWN OR LEGALLY CONTROL THE ABOVE-DESCRIBED LAND AND I AGREE TO COMPLY WITH ALL FIRE AND AIR QUALITY MANAGEMENT LAWS, ORDINANCES, REGULATIONS AND TERMS OF THE PERMIT, I CERTIFY THAT I HAVE READ AND UNDERSTAND THE REVERSE SIDE OF THIS APPLICATION.

Signature of Applicant [Signature] Date 10/13/93

Administrative Use:

FIRE AGENCY: Field inspection made by _____ Date _____

Meets Requirements of Rule 444. Yes ☐ No ☐ Referred to AQMD Date _____

Remarks: _____

Permit: Applicant is hereby authorized to conduct open burning in accordance with above information, and subject to the following:

1. Permit Duration OCTOBER 14, 1993 through OCTOBER 14 1994
2. Burning to be confined between the hours 6AM AM/PM 11AM AM/PM
3. Other Requirements NO BURNING IS ALLOWED IF WINDS ARE MORE THAN 5 MILES PER HOUR.
A SHOVEL AND WATER HOSE MUST BE KEPT ON SITE AT TIME FOR BURNING.

4. Telephone (909) 356-3805 BEFORE BURNING

5. Emergency Telephone CALL 9-1-1

Issuing Agency RIALTO FIRE DEPARTMENT

Issued by (Name) NORMA BARAJAS

Title FIRE PREVENTION FIRE INSPECTOR Date 10/13/93

SEE REVERSE SIDE FOR OTHER CONDITIONS AND REQUIREMENTS

DISTRIBUTION: White - Permittee, Canary - Issuing Agency, Pink - SCAQMD

Form No. 588-2-85

APE 00980

FIRE PROTECTION AGENCY AND SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

APPLICATION AND PERMIT TO BURN

Fire Agency RIALTO FIRE DEPT.

Name (Applicant) AMERICAN WEST MARKETING Tel. No. (909) 357-7900

Address 3196 N. LOCUST City RIALTO, CALIF. 92376

Burning Site Location SAME AS ABOVE

Section _____ Township _____ Range _____ Cross Street _____

APPLICATION: I hereby apply for a Permit to Burn the material indicated below pursuant to the South Coast Air Quality Management District. Rule 444.

Name and Type of Material WASTE PROTECHNIC MATERIALS

Estimated Quantity (Tons) 500 = Acreage _____

Fire Hazard EXPLOSIVES Firefighting Training _____ Agricultural Burning _____

Tumbleweeds (Russian Thistle) _____ Other _____

I OWN OR LEGALLY CONTROL THE ABOVE-DESCRIBED LAND AND I AGREE TO COMPLY WITH ALL FIRE AND AIR QUALITY MANAGEMENT LAWS, ORDINANCES, REGULATIONS AND TERMS OF THE PERMIT. I CERTIFY THAT I HAVE READ AND UNDERSTAND THE REVERSE SIDE OF THIS APPLICATION.

Signature of Applicant *August V. Castagnier* Date 7/26/1993

Administrative Use:

FIRE AGENCY: Field inspection made by _____ Date _____

Meets Requirements of Rule 444. Yes ☐ No ☐ Referred to AQMD Date _____

Remarks: _____

Permit: Applicant is hereby authorized to conduct open burning in accordance with above information, and subject to the following:

1. Permit Duration JULY 16, 1993 19 through OCT. 15, 1993 19

2. Burning to be confined between the hours 6 A.M. AM/PM 11 A.M. AM/PM

3. Other Requirements NO BURNING ALLOWED IF WINDS ARE MORE THAN 5 MPH

A SHOVEL AND WATER HOSE MUST BE KEPT ON SITE AT TIME OF BURNING

4. Telephone 356-3805 & AQMD @ (909) 420-7000 or 1-800-288-7664 BEFORE BURNING

5. Emergency Telephone 911 820-2501 FIRE DISPATCH 356-3805

Issuing Agency RIALTO FIRE DEPT.

Issued by (Name) G.R. SHAW

Title Assistant fire marshal Date July 26, 1993

SEE REVERSE SIDE FOR OTHER CONDITIONS AND REQUIREMENTS

DISTRIBUTION: White - Permittee, Canary - Issuing Agency, Pink - SCAQMD

Form No. 588-2-85

APE 00981

FIRE PROTECTION AGENCY AND SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
APPLICATION AND PERMIT TO BURN

Fire Agency RIALTO FIRE DEPARTMENT

Name (Applicant) AMERICAN WEST MARKETING

Tel. No. 357-7700
874-9110

Address 3196 N. LOCUST

City RIALTO, CALIFORNIA 92376

Burning Site Location SAME AS ABOVE

Section _____ Township _____ Range _____ Cross Street _____

APPLICATION: I hereby apply for a Permit to Burn the material indicated below pursuant to the South Coast Air Quality Management District. Rule 444.

Name and Type of Material WASTE PYROTECHNIC MATERIALS

Estimated Quantity (Tons) 500 LBS + Acreage _____

Fire Hazard EXPLOSIVES Firefighting Training _____ Agricultural Burning _____

Tumbleweeds (Russian Thistle) _____ Other _____

I OWN OR LEGALLY CONTROL THE ABOVE-DESCRIBED LAND AND I AGREE TO COMPLY WITH ALL FIRE AND AIR QUALITY MANAGEMENT LAWS, ORDINANCES, REGULATIONS AND TERMS OF THE PERMIT. I CERTIFY THAT I HAVE READ AND UNDERSTAND THE REVERSE SIDE OF THIS APPLICATION.

Signature of Applicant [Signature] Date 2-11-93

Administrative Use:

FIRE AGENCY: Field inspection made by _____ Date _____

Meets Requirements of Rule 444. Yes ☒ No ☐ Referred to AQMD Date _____

Remarks: MATERIALS POSE A LIFE THREATENING SITUATION UNLESS DISPOSED OF IN TIMELY MANNER.

Permit: Applicant is hereby authorized to conduct open burning in accordance with above information, and subject to the following:

1. Permit Duration FEB 10 1993 through JULY 15 1993
2. Burning to be confined between the hours 6 A.M. AM/PM 11 A.M. AM/PM
3. Other Requirements NO BURNING IS ALLOWED IF WINDS ARE MORE THAN 5 MILES PER HOUR.
A SHOVEL AND WATER HOSE MUST BE KEPT ON SITE AT TIME OF BURNING.

4. Telephone 356-3805 AQMD (909) 420-7000 BEFORE BURNING

5. Emergency Telephone 9-1-1 820-2501

Issuing Agency RIALTO FIRE DEPARTMENT

Issued by (Name) JOHN DONELAN C.R. SITWALL [Signature]

Title ASSISTANT FIRE MARSHAL Date FEBRUARY 11, 1993

SEE REVERSE SIDE FOR OTHER CONDITIONS AND REQUIREMENTS

DISTRIBUTION: White - Permittee, Canary - Issuing Agency, Pink - SCAQMD

Form No. 588-2-85

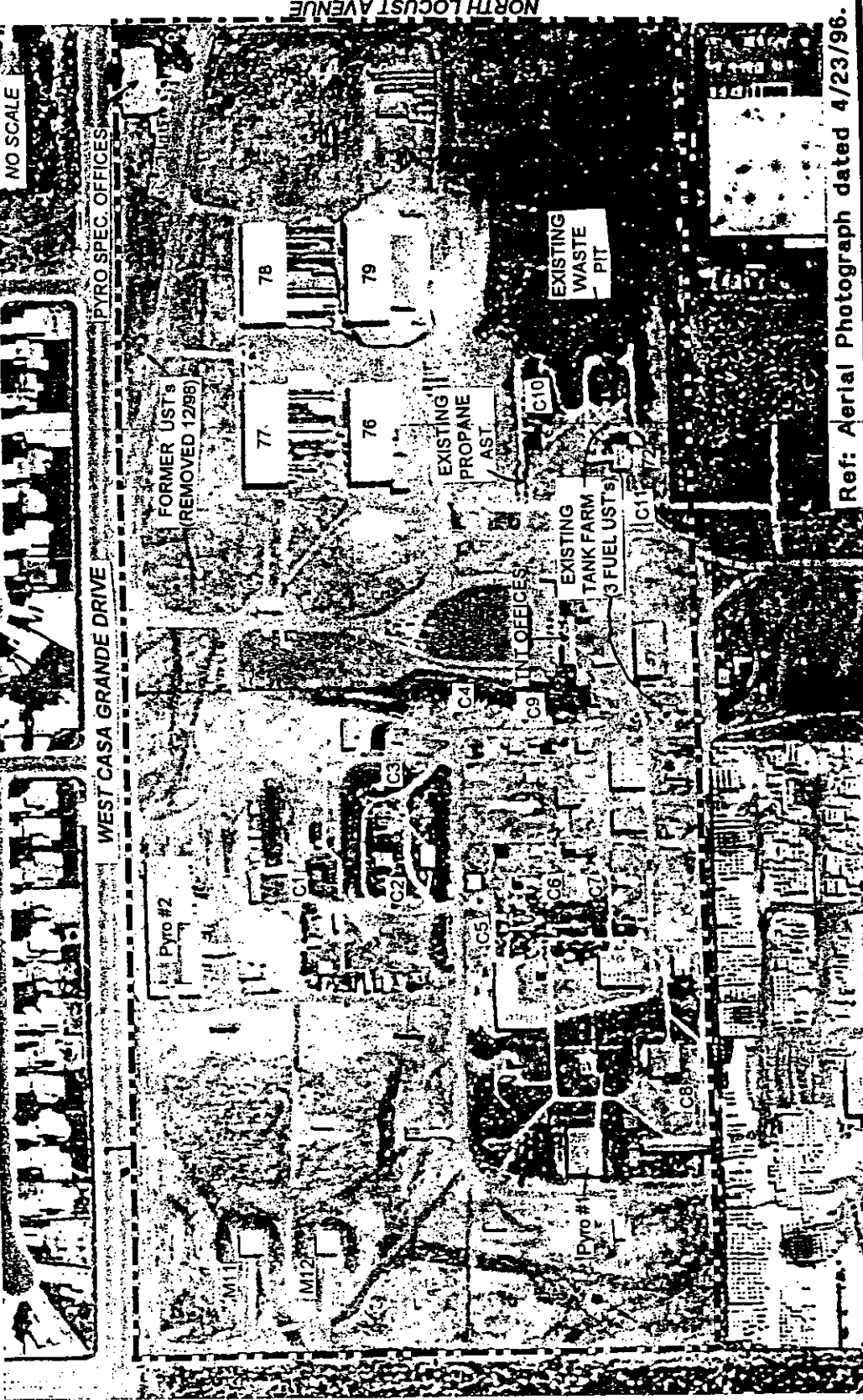
APE 00982

ENCLOSURE 5

Plot Plan of APE – West and Surrounding Property and
Excerpts from Environmental Assessment Report
(dated May 2001)

LEGEND

- C-11 = EXISTING CLARIFIER
- UST = Underground Storage Tank
- AST = Aboveground Storage Tank
- = LIMITS OF STUDY AREA



Ref: Aerial Photograph dated 4/23/96.

Project No: TN281.1-1
Date: May, 2001
Figure: A-3

PLOT PLAN
3196 N. LOCUST AVENUE
RIALTO, CALIFORNIA

EGA
Consultants
environmental, geologic applications



*engineering
geotechnical
applications*

**PHASE I ENVIRONMENTAL SITE ASSESSMENT
FOR PROPERTY LOCATED AT
3196 NORTH LOCUST AVENUE
RIALTO, CALIFORNIA**

**Prepared for
TNT FIREWORKS
555 North Gilbert Street
Fullerton, CA 92833**

Attention: Mr. Tad Trout

**Prepared by
EGA Consultants
605-C San Michel Drive
Costa Mesa, California 92627
(949) 852-4999**

**May 11, 2001
Project No. TN281.1-1**

APE 00194

APPENDIX B
PHOTOGRAPHS



Photo No. 1: General view of Pyro Spectaculars administrative Building looking northwest.

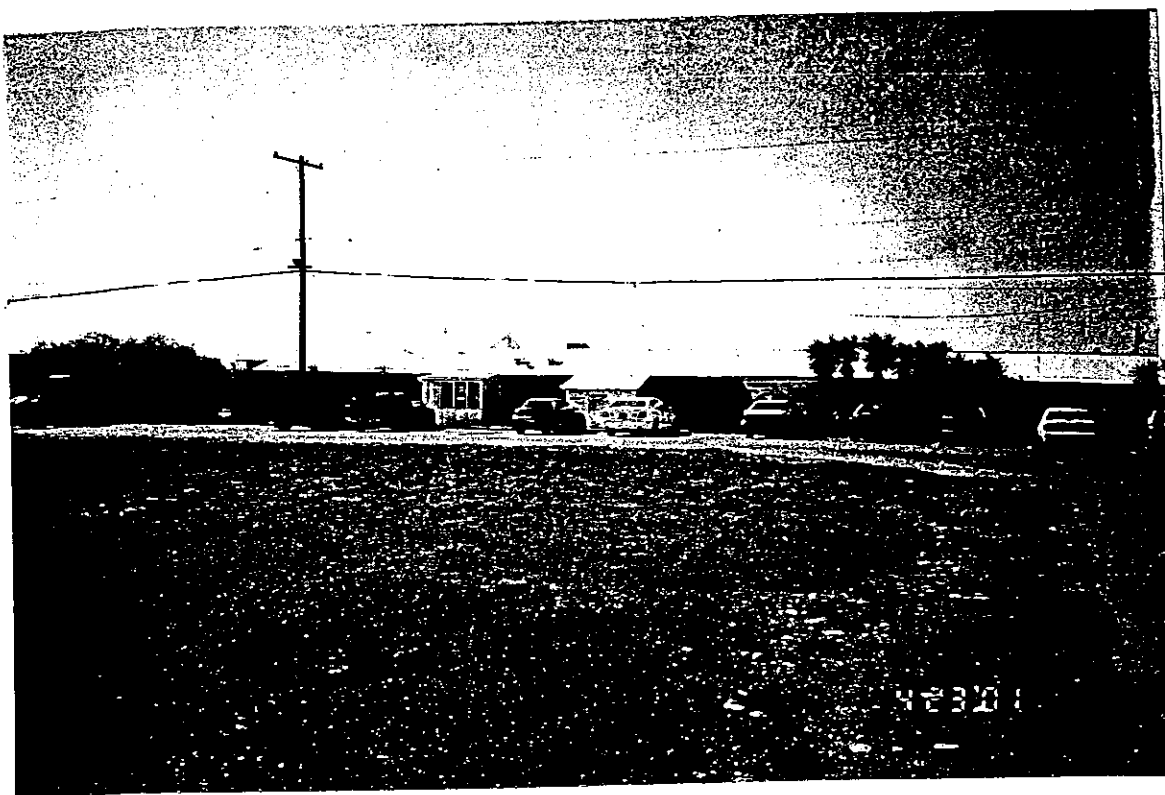


Photo No. 2: General view of TNT Fireworks administrative Building looking south.

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PHOTOGRAPHS
3196 N. LOCUST AVENUE
RIALTO, CALIFORNIA

Project No: TN281.1-1
Date: May, 2001

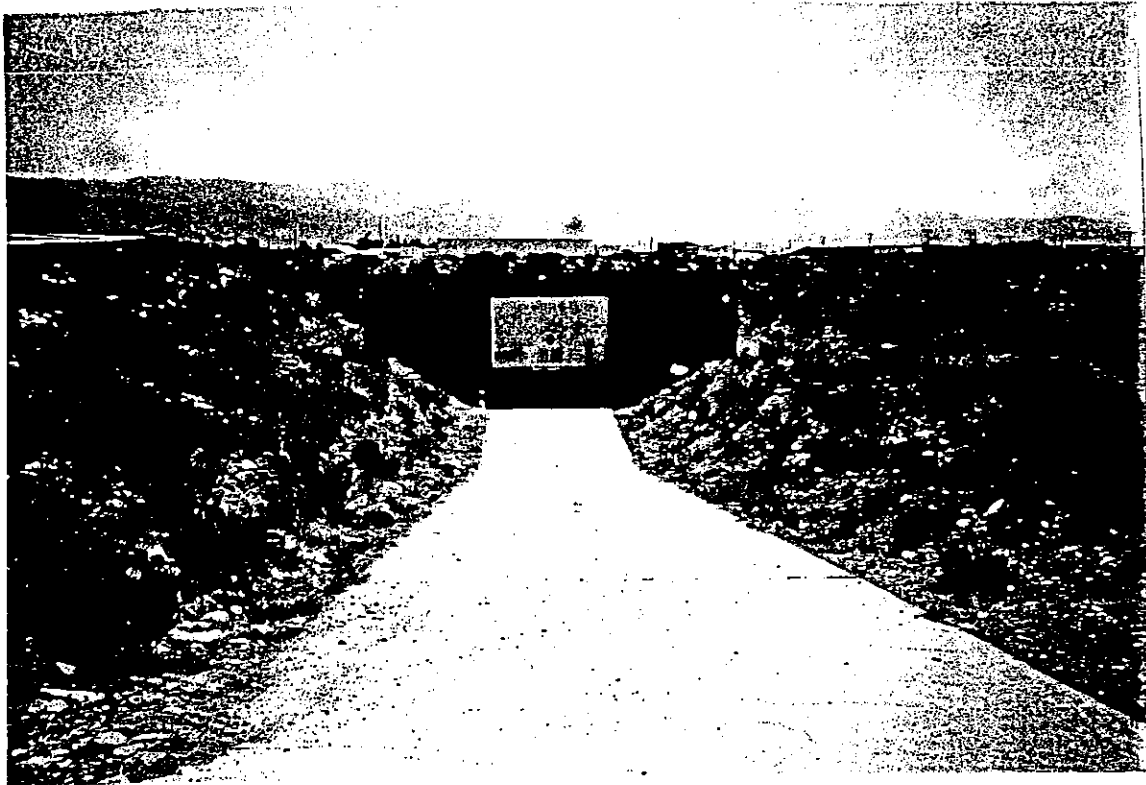


Photo No. 3: General view of former bunker, Bldg. M12 currently used for storage by Pyro Spectaculars.

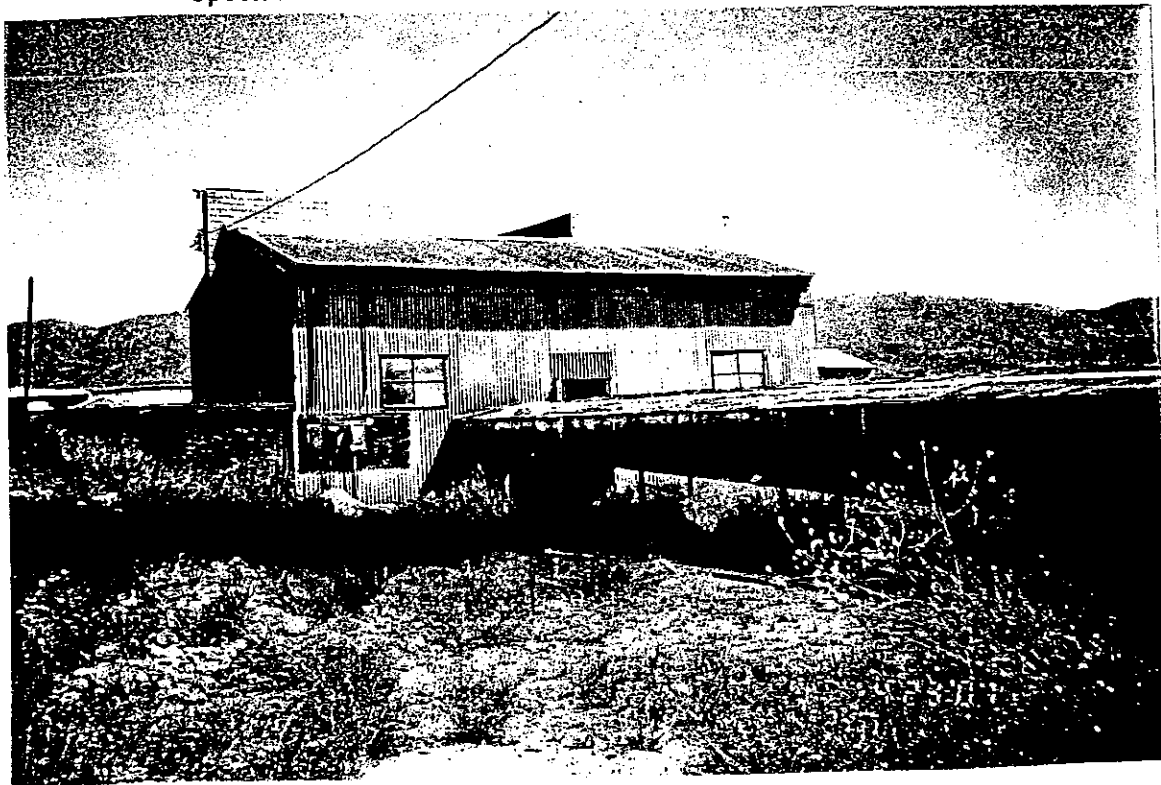


Photo No. 4: General view of former press and manufacturing building located in west-central portion of site. Note connecting conveyor system.

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environmental geologic applications

PHOTOGRAPHS
3196 N. LOCUST AVENUE
RIALTO, CALIFORNIA

Project No: TN281.1-1
Date: May, 2001

APE 00231

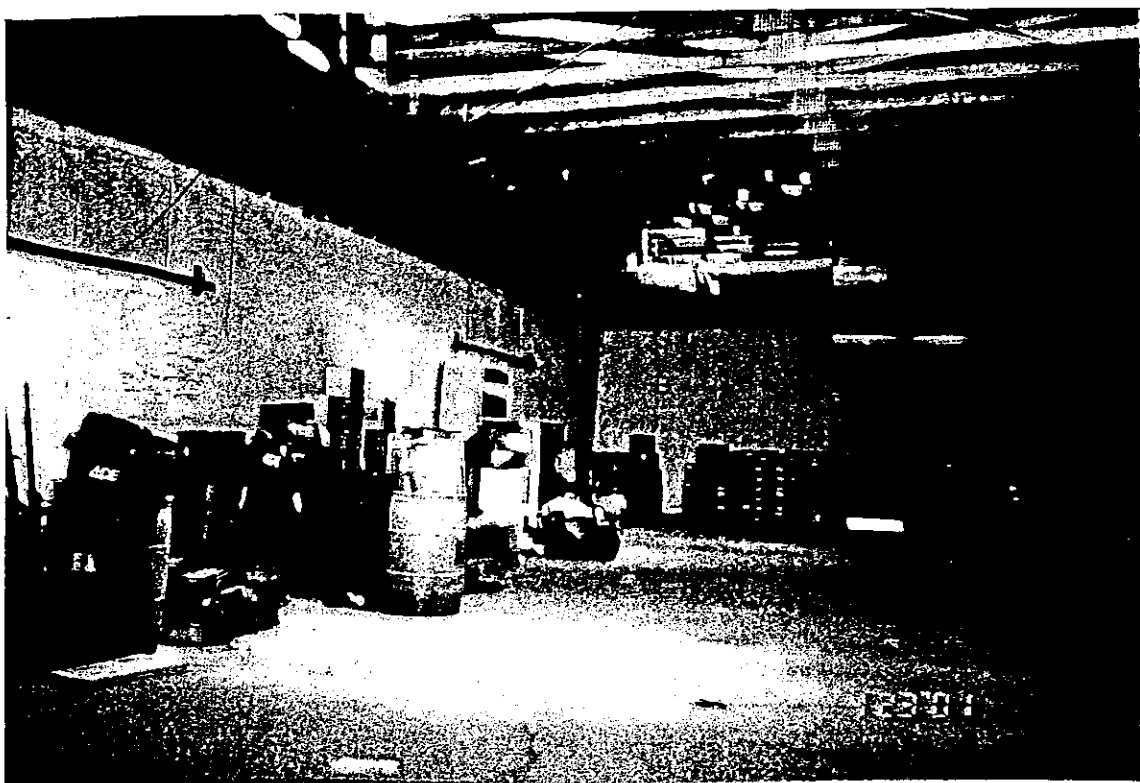


Photo No. 5: General view of warehousing (non-hazardous). Concrete floor slab is in good repair.

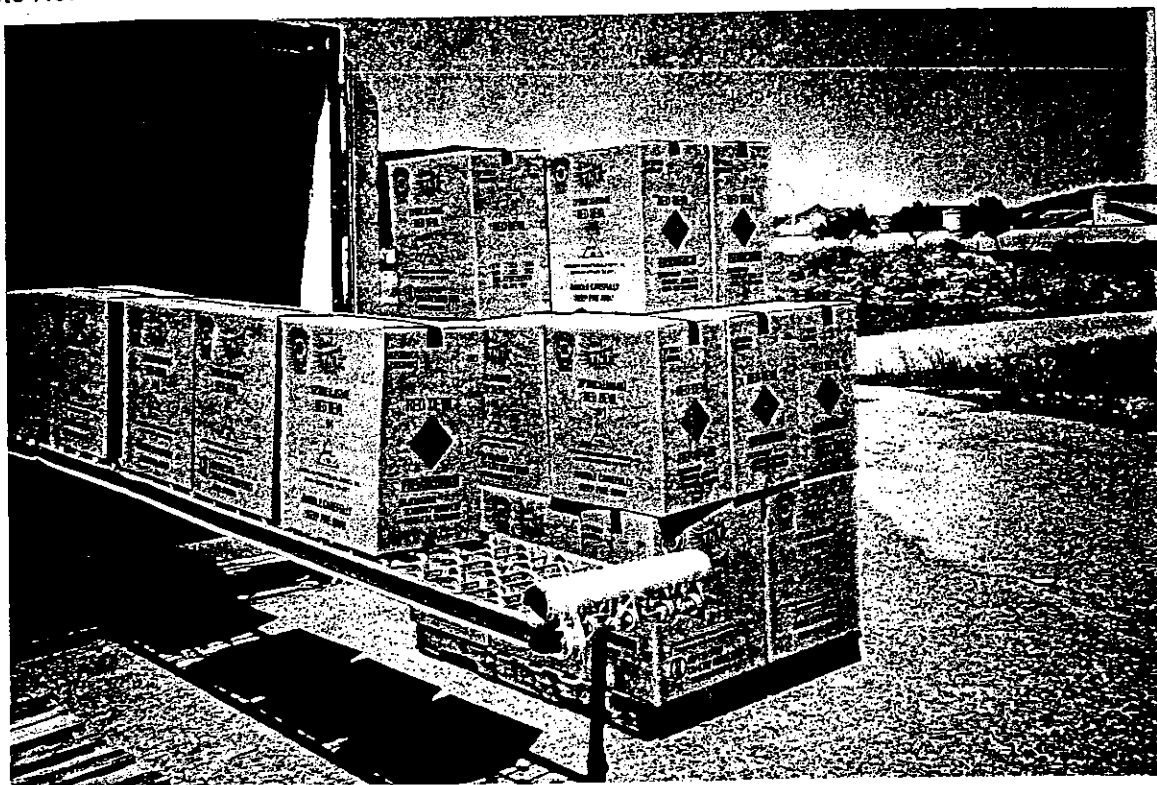


Photo No. 6: Packaging of fireworks products for retail.

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environmental geologic applications

PHOTOGRAPHS
3196 N. LOCUST AVENUE
RIALTO, CALIFORNIA

Project No: TN281.1-1
Date: May, 2001

APE 00232



Photo No. 7: Waste pit located in southeast portion of site. Stockpiles consist of lumber, trash, rubble, compost, and construction debris. No apparent Hazardous Waste visible.

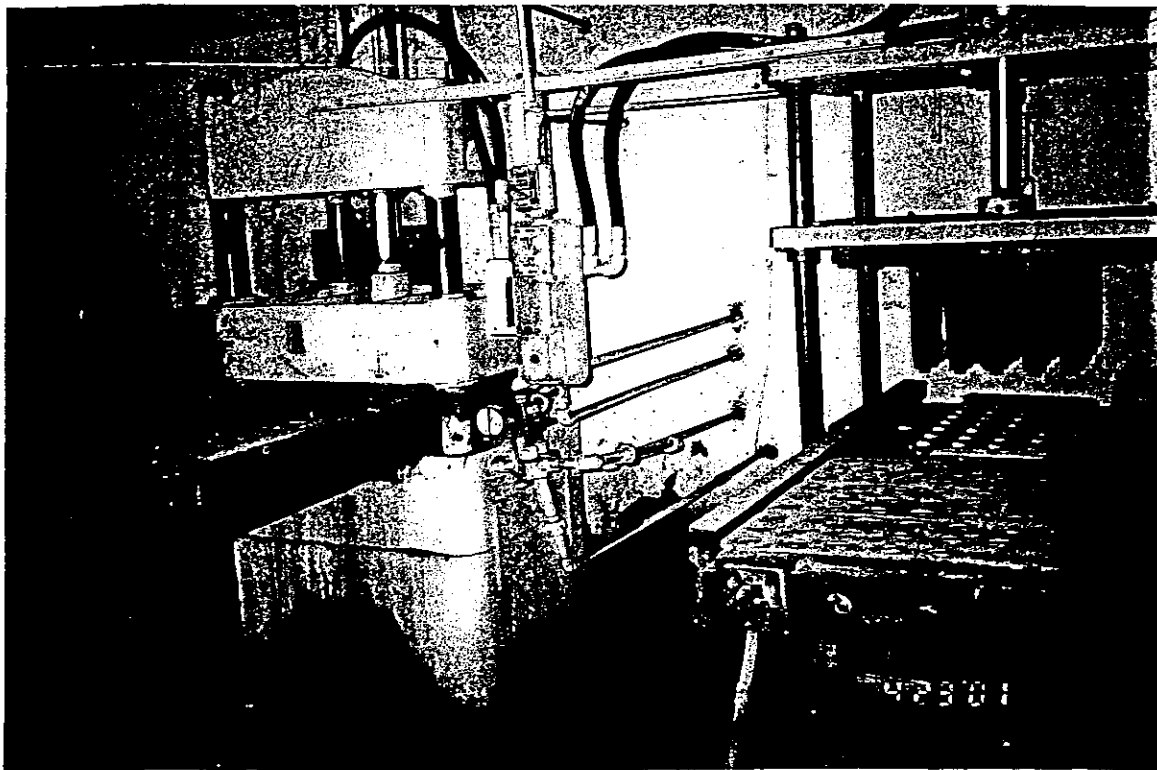


Photo No. 8: Formerly used hydraulic press. Floor slab is in good repair with no problematic staining.

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PHOTOGRAPHS
3196 N. LOCUST AVENUE
RIALTO, CALIFORNIA

Project No: TN281.1-1
Date: May, 2001

APE 00233



Photo No. 9: Typical clarifier formerly used for press room rinse/waste.

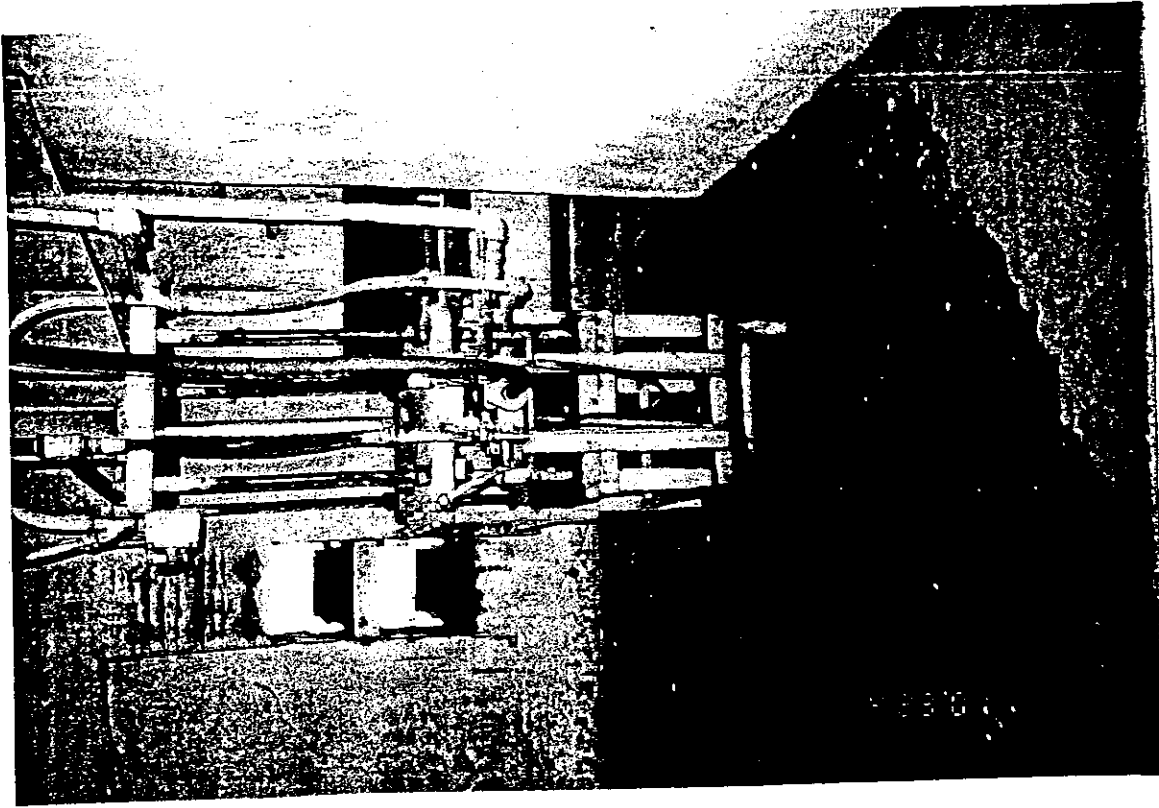


Photo No. 10: Formerly used hydraulic press. Note localized staining of floor slab which is otherwise in good repair.

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PHOTOGRAPHS
3196 N. LOCUST AVENUE
RIALTO, CALIFORNIA

Project No: TN281.1-1
Date: May, 2001



Photo No. 11: Clarifier formerly used for press room rinsate/waste.

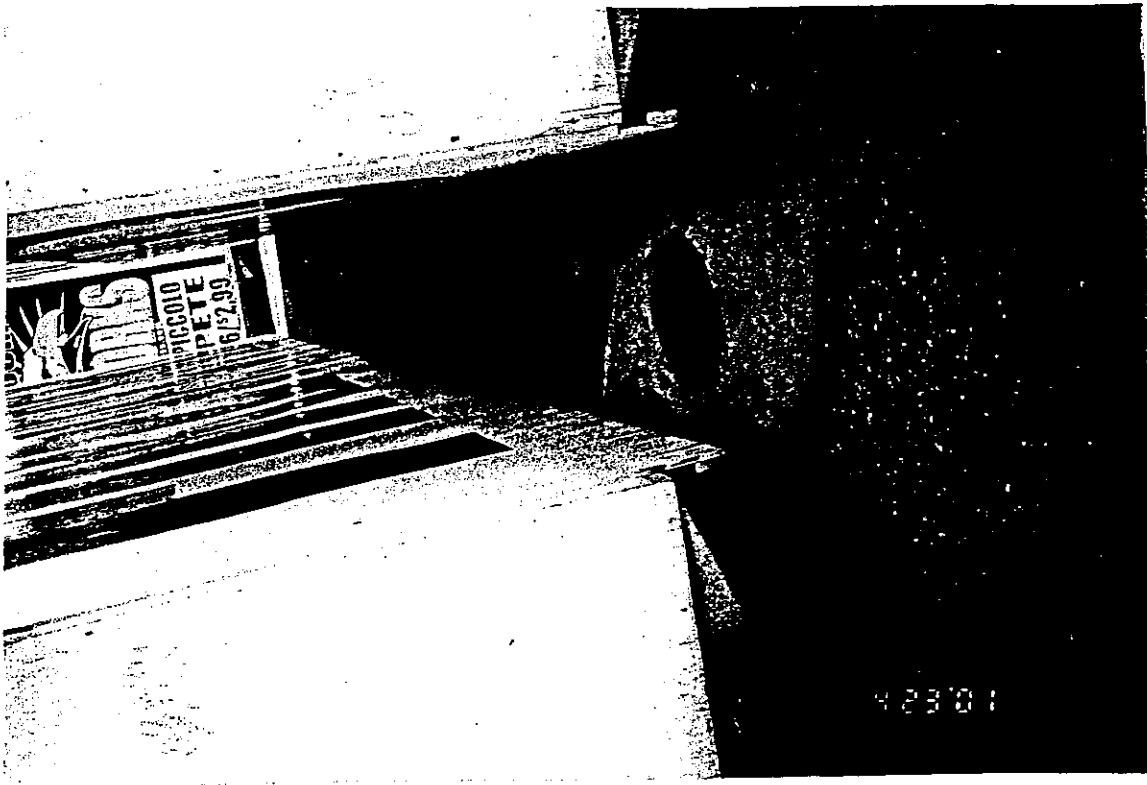


Photo No. 12: Fill port for existing 10,000 gal. fuel UST located in south-central portion of site. Based on our research, the tank was installed circa 1974 (no longer used).

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Consultants

Environmental and/or civil engineering

PHOTOGRAPHS
3196 N. LOCUST AVENUE
RIALTO, CALIFORNIA

Project No: TN281.1-1
Date: May, 2001

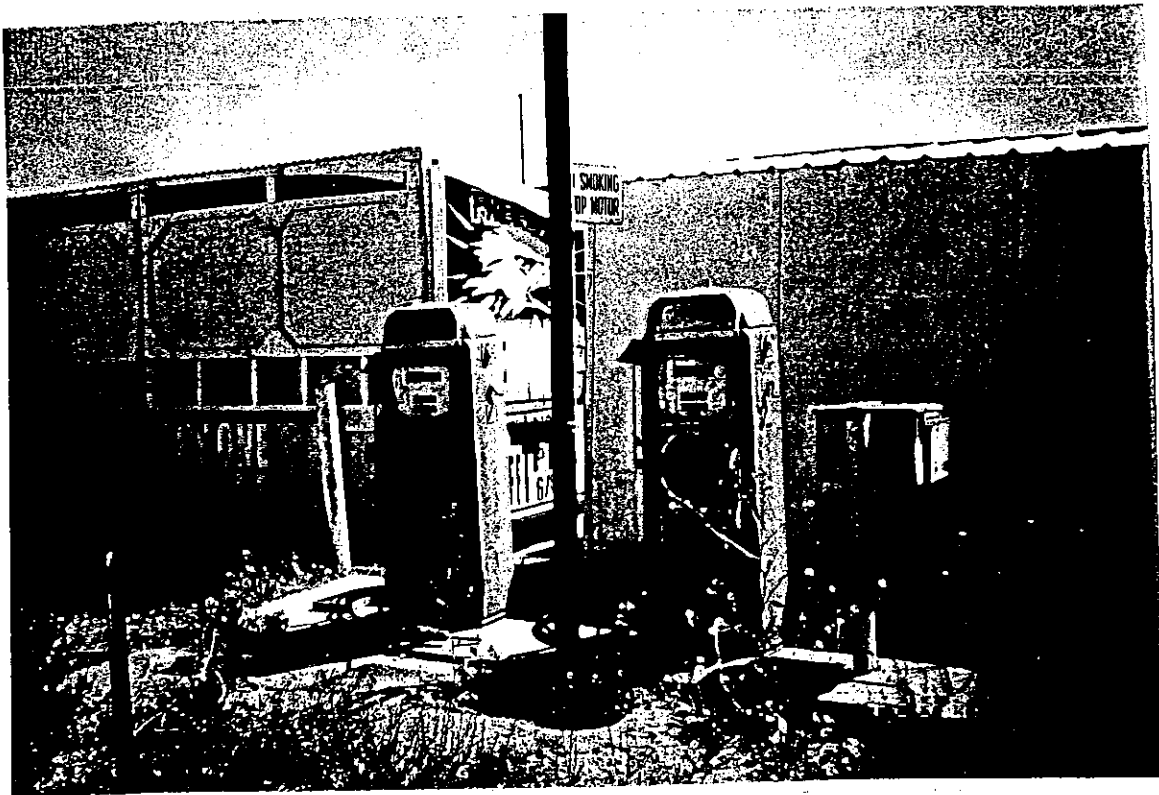


Photo No. 13: Formerly used fuel dispenser island located in south-central portion of site. Date of installation of dispensers unknown, but prior to 1970.



Photo No. 14: Formerly used fill ports for existing UST's located at south-central portion of site. There are a total of 3 UST's in the tank farm. Note surface is dirt-covered, and not capped.

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Consultants

environmental geologic applications

PHOTOGRAPHS
3196 N. LOCUST AVENUE
RIALTO, CALIFORNIA

Project No: TN281.1-1
Date: May, 2001

APE 00236

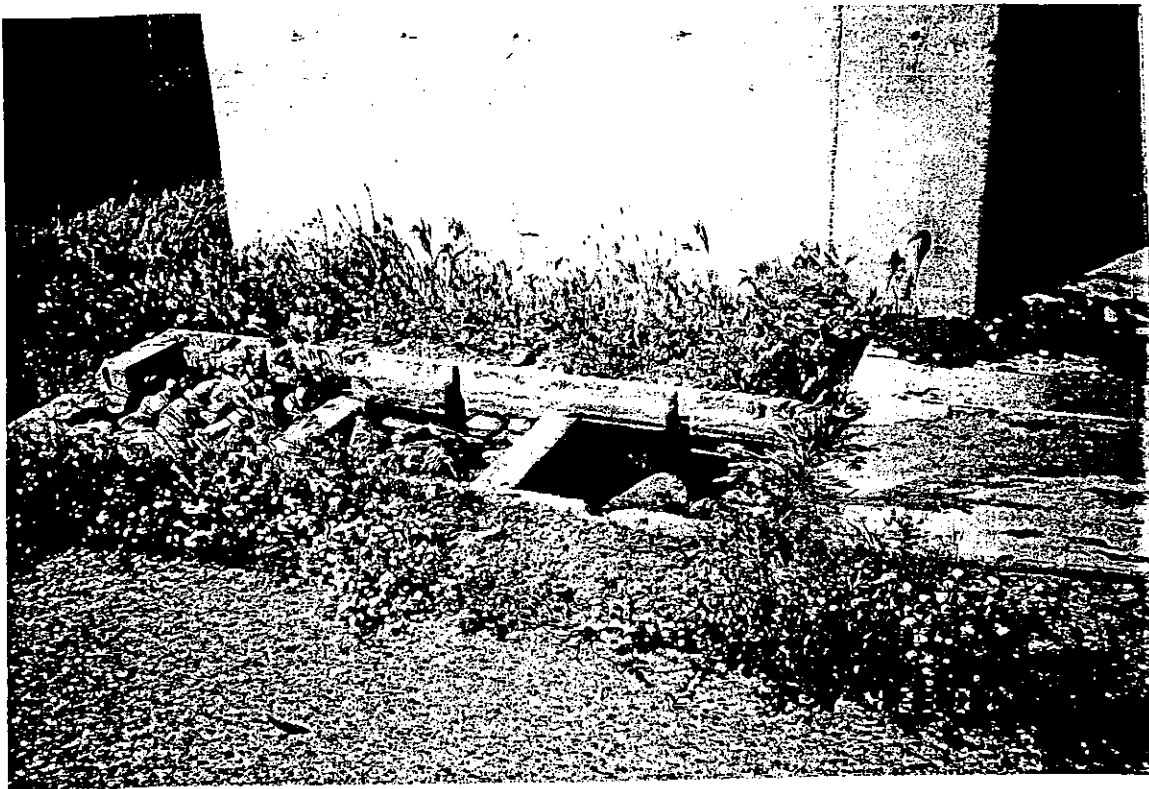


Photo No. 15: General view of 3-stage, formerly used clarifier at central portion of site.



Photo No. 16: Location of removed fuel UST in northeast portion of site, adjacent to north property line. A copy of the Tank Removal report by others is enclosed.

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